

CITY COUNCIL REGULAR MEETING AGENDA

May 1, 2017

7:00 PM

1. CALL TO ORDER 7:00 PM

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVE AGENDA

5. ANNOUNCEMENTS / COMMENDATIONS

- (a) Recognize Anchor Bank's 50th Anniversary and Proclaim May 1, 2017 as Anchor Bank Day in Farmington
- (b) Adopt Resolution Accepting Donation to the Farmington Police and Fire Departments from the Bourbon Butcher

6. CITIZEN COMMENTS / RESPONSES TO COMMENTS

(This time is reserved for citizen comments regarding non-agenda items. No official action can be taken on these items. Speakers are limited to five minutes to address the city council during citizen comment time.)

7. CONSENT AGENDA

- (a) Approve Minutes of the April 13, 2017 City Council Work Session-Administration
- (b) Approve Minutes of the April 17, 2017 City Council Meeting-Administration
- (c) Approve Joint Powers Cost Share Agreement for Pictometry Aerial Photography-Human Resources
- (d) Approve ImageTrend Elite Product Upgrade Software Agreement-Human Resources
- (e) Adopt Resolution Declaring Surplus Property-Fire
- (f) Approve Bills-Finance

REGULAR AGENDA

8. PUBLIC HEARINGS

9. AWARD OF CONTRACT

- (a) Approve Agreement Hill Dee Park and Jim Bell Park and Preserve Basketball Court Improvement Project
- (b) Approve Agreement to Construct Prairieview Park Concrete Playground Border and Bench Pads

10. PETITIONS, REQUESTS AND COMMUNICATIONS

11. UNFINISHED BUSINESS

12. NEW BUSINESS

(a) 2016 Fire Department Annual Report

13. CITY COUNCIL ROUNDTABLE

14. ADJOURN



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: David McKnight, City Administrator
SUBJECT: Recognize Anchor Bank's 50th Anniversary and Proclaim May 1, 2017 as Anchor Bank Day in Farmington
DATE: May 1, 2017

INTRODUCTION

Anchor Bank, N.A. is celebrating its 50th year in business in 2017. The Farmington branch of Anchor Bank is the oldest establishment in the Anchor Bank family.

DISCUSSION

The current Anchor Bank branch in Farmington is steeped in history with the bank opening in 1894 as the Exchange Bank. This was also the first bank to open in Farmington. Since that time, the bank has gone through a number of name changes and moves. Anchor Bank purchased the bank, then known as First National Bank of Farmington, in 1995 and changed its name in 2000. Today with over 7,000 customers, Anchor Bank plays a big role in personal and business banking in the Farmington community.

Anchor Bank is proud of their core mission which includes a strong commitment to serving the community. As their oldest establishment, the Farmington branch has a lot of history serving the community. Last year, the Farmington branch raised over \$1,200 for Toys for Town which serves families in need in the Farmington area. Many Farmington team members are also involved with community groups like the Rotary Club of Farmington, Dakota County Regional Chamber of Commerce and the Farmington Lion's Club. The branch spends time each year on special customer recognition events including a pie social, business coffee breaks, hot dog day and other national days, including their favorite Share a Coke Day. During these national days the employees enjoy handing out special treats to customers. Farmington employees also donate items and time for school and church fundraisers, the annual Farmington Dew Days and the local food shelf.

In addition to its contributions to the community, Anchor Bank has also been recognized for its employee relations. In 2016 Anchor Bank was named an Employer of Excellence by Dakota and Scott Counties.

BUDGET IMPACT

NA

ACTION REQUESTED

Anchor Bank has been a vital part of the Farmington community for decades and is also one of the cornerstones of the downtown Farmington area.

I am sure the city council is in full support and joins Mayor Larson as he provides Anchor Bank with the attached proclamation in recognition of their 50th anniversary and declares May 1, 2017 as ***Anchor Bank Day in Farmington.***

Representatives from Anchor Bank will be in attendance at the meeting to share their thoughts. We will take time during the meeting to take pictures with those in attendance and thank them for being a vital part of our community.

ATTACHMENTS:

Type	Description
▣ Backup Material	Anchor Bank Proclamation
▣ Backup Material	Anchor Bank History/Events



PROCLAMATION

ANCHOR BANK'S 50TH ANNIVERSARY

- WHEREAS,** Anchor Bank was established in 1967; and
- WHEREAS,** In 1995 Anchor Bank bought First National Bank of Farmington and changed its name to Anchor Bank in 2000; and
- WHEREAS,** Anchor Bank has been a community partner in many activities including Dew Days, Toys for Town and Ramble Jam; and
- WHEREAS,** The Dakota-Scott Workforce Development Board recognized Anchor Bank as an Employer of Excellence in 2016; and
- WHEREAS,** The Anchor Bank Farmington branch staff members go above and beyond in supporting efforts that have positive local impact.

NOW THEREFORE, BE IT RESOLVED that I, Todd Larson, Mayor, on behalf of the City Council, do hereby proclaim May 1, 2017 as

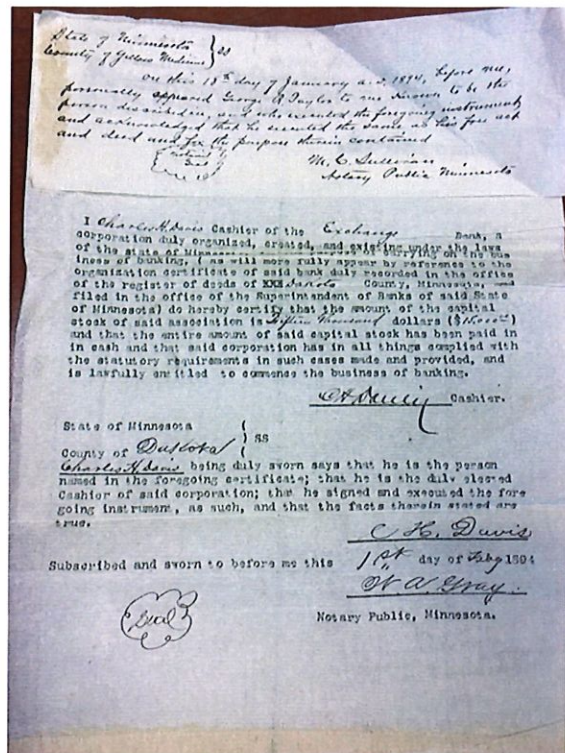
ANCHOR BANK'S 50TH ANNIVERSARY and

ANCHOR BANK DAY IN FARMINGTON

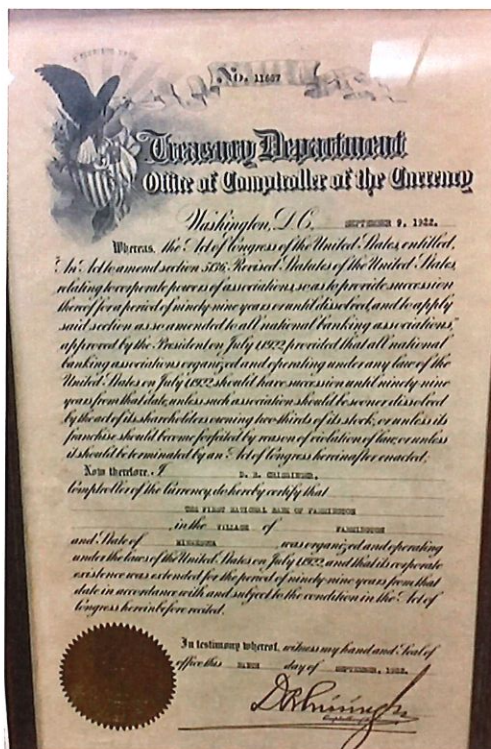
We celebrate 27 years of community partnership with the Farmington branch and call upon the residents of Farmington to celebrate the milestone of this valuable business in our community.

PROCLAIMED this 1st day of May 2017.

Todd Larson, Mayor

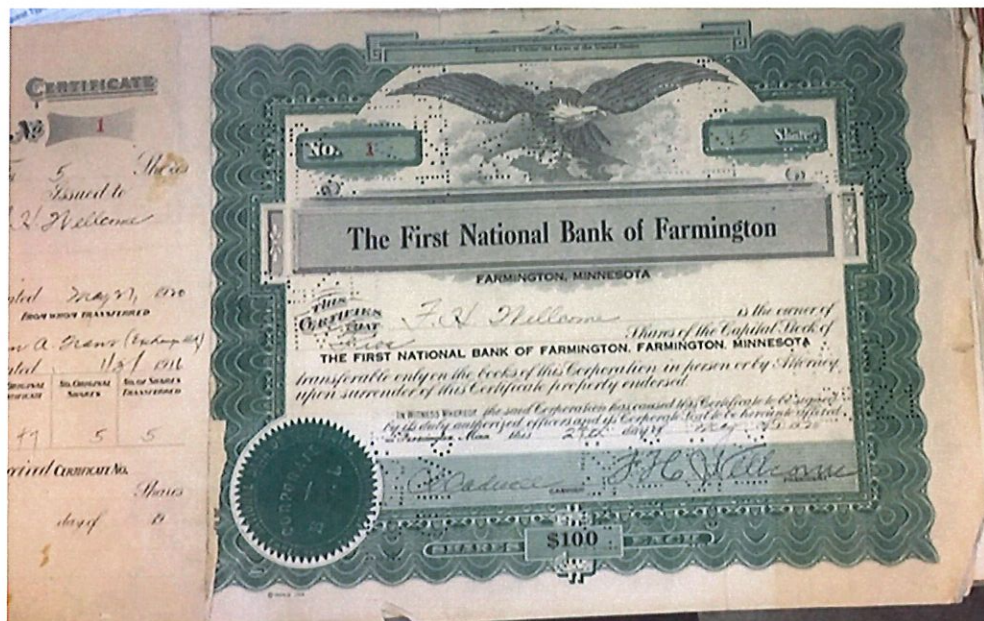


Original organization document



Original corporate document marking the change from

Exchange Bank to First National Bank



first stock

certificate



Toys for Town



110th anniversary in

2004



110th anniversary in 2004



Share a Coke day



Christmas party for seniors



City of Farmington

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TO: Mayor, Councilmembers and City Administrator
FROM: Brian Lindquist, Police Chief and Jim Larsen, Fire Chief
SUBJECT: Adopt Resolution Accepting Donation to the Farmington Police and Fire Departments from the Bourbon Butcher
DATE: May 1, 2017

INTRODUCTION

The Farmington Police and Fire Departments would like to acknowledge The Bourbon Butcher and its employees for their generosity and assistance towards collecting \$13,000.00 in donations.

DISCUSSION

The Farmington Police and Fire Department's enjoy a very good relationship with our local businesses and citizens. On occasion, these departments reach out looking for assistance to help enhance our ability when assisting the public.

This past December, owners of the The Bourbon Butcher offered to donate all proceeds from and opening night event to support Toys for Town for the police department and the purchase of AED's for the fire department. A total of approximately \$13,000.00 was raised collectively for those two projects.

BUDGET IMPACT

N/A

ACTION REQUESTED

Adopt a resolution accepting the donation from The Bourbon Butcher to the Farmington Police and Fire Departments.

Representatives from all of the agencies involved will be in attendance to talk about the event.

ATTACHMENTS:

Type	Description
□ Cover Memo	Resolution accepting donation

RESOLUTION NO. _____

**ACCEPT DONATION OF \$13,000.00 FROM THE BOURBON BUTCHER of
FARMINGTON TO THE FARMINGTON POLICE and FIRE DEPARTMENT'S**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Farmington, Minnesota, was held in the Council Chambers of said City on the 1st day of May, 2017 at 7:00 p.m.

Members Present:

Members Absent:

Member _____ introduced and Member _____ seconded the following:

WHEREAS, a donation of \$13,000 was received from Bourbon Butcher to the Farmington Police and Fire Department; and,

WHEREAS, the donation was made for the purpose of contributing to Toys for Town and the purchase of AED's; and,

WHEREAS, the donation will be set aside in the Farmington Police Department's Toys for Town fund and the Fire Departments Capital Improvement Fund until such time as those funds are needed; and,

WHEREAS, it is required by State Statute that the donation be formally accepted; and,

WHEREAS, it is in the best interest of the City to accept the donation.

NOW, THEREFORE, BE IT RESOLVED that the city of Farmington hereby accepts with gratitude the generous donation of \$13,000 from Bourbon Butcher to the Farmington Police and Fire Department, which will be used to supplement the Toys for Town program and the purchase of AED's.

This resolution adopted by recorded vote of the Farmington City Council in open session on the 1st day of May, 2017.

Mayor

Attested to the 1st day of May, 2017.

City Administrator

SEAL



City of Farmington

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TO: Mayor, Councilmembers and City Administrator
FROM: David McKnight, City Administrator
SUBJECT: Approve Minutes of the April 13, 2017 City Council Work Session-Administration
DATE: May 1, 2017

INTRODUCTION

Attached for your review are the minutes of the April 13, 2017 city council work session.

DISCUSSION

NA

BUDGET IMPACT

NA

ACTION REQUESTED

Approve minutes of the April 13, 2017 city council work session.

ATTACHMENTS:

Type	Description
□ Backup Material	April 13, 2017 Work Session Minutes

**CITY OF FARMINGTON
CITY COUNCIL MINUTES
WORK SESSION
APRIL 13, 2017**

Mayor Larson called the work session to order at 5:00 p.m.

Roll Call

Present-Larson, Bartholomay, Donnelly and Craig
Staff Present-Administrator McKnight

City Council Candidate Interviews

The city council interviewed the first group of applicants for the vacant city council position. Those interviewed included:

Brett Wilson
Eric Edwards
Katie Bernhjelm
Nick Gessell

Adjourn

Mayor Larson adjourned the meeting at 8:10 p.m.

Respectfully Submitted

David McKnight, City Administrator



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TO: Mayor, Councilmembers and City Administrator
FROM: David McKnight, City Administrator
SUBJECT: Approve Minutes of the April 17, 2017 City Council Meeting-Administration
DATE: May 1, 2017

INTRODUCTION

Attached for your review are the minutes from the April 17, 2017 city council meeting.

DISCUSSION

NA

BUDGET IMPACT

NA

ACTION REQUESTED

Approve the minutes from the April 17, 2017 city council meeting.

ATTACHMENTS:

Type	Description
□ Backup Material	April 17, 2017 City Council Minutes

**CITY OF FARMINGTON
CITY COUNCIL MINUTES
REGULAR MEETING
APRIL 17, 2017**

1. Call to Order

Mayor Larson called the meeting to order at 7:00 p.m.

2. Pledge of Allegiance

Mayor Larson led those in attendance in the Pledge of Allegiance.

3. Roll Call

Present-Larson, Craig, Bartholomay and Donnelly

Absent-None

Staff Present-Administrator McKnight, Finance Director Hanson, Community Development Director Kienberger, Public Works Director Gehler, Parks and Recreation Director Distad, Human Resources Director Wendlandt, Police Chief Lindquist and Attorney Jamnik.

4. Agenda

Motion by Bartholomay, second by Craig, to approve the agenda as presented. APIF, motion carried.

5. Announcements/Commendations

a) Appointment and Swearing In of City Councilmember Bernhjelm

City Administrator McKnight explained that the city council accepted a resignation of a sitting councilmember and declared a vacancy on the city council effective March 9, 2017. The city council accepted applications for the vacant seat and interviewed all nine applicants who applied over two nights the previous week.

Motion by Donnelly, second by Craig, to appoint Katie Bernhjelm to the city council seat for a term that runs through December 31, 2018. APIF, motion carried.

Administrator McKnight administered the oath of office to Councilmember Bernhjelm.

6. Citizen Comments

None

7. Consent Agenda

Motion by Bernhjelm, second by Bartholomay, to approve the consent agenda:

- a) Approve Minutes of the April 3, 2017 City Council Meeting-Administration
 - b) Approve Minutes of the April 3, 2017 City Council Work Session-Administration
 - c) Approve Minutes of the April 10, 2017 City Council Work Session-Administration
 - d) Approve Cancellation of the July 3, 2017 City Council Meeting-Administration
 - e) Approve Third Amendment to Downtown Liquor Store Lease-Administration
 - f) Acknowledge First Quarter 2017 New Construction Report and Population Estimate-Community Development
 - g) Adopt Ordinance 2017-724 Amending Section 10-5-14 (Downtown Business) B-2 Zoning District as it Relates to Lot Area and Lot Width Requirements-Community Development
 - h) Adopt Ordinance 2017-725 Amending Section 10-5-15 (Heavy Business) B-3 Zoning District to Conditionally Allow Warehousing Facilities-Community Development
 - i) Approve Out of State Training-Parks
 - j) Acknowledge Resignation Engineering-Human Resources
 - k) Acknowledge Resignation Engineering-Human Resources
 - l) Appointment Recommendation Liquor Operations-Human Resources
 - m) Approve Bills-Finance
- APIF, motion carried.

8. Public Hearings

None

9. Award of Contract

None

10. Petitions, Requests and Communications

a) 2016 Community Development Annual Report

Community Development Director Kienberger presented the 2016 department annual report. Kienberger highlighted the following areas:

- 1. New home permits
- 2. 2016 inspection numbers
- 3. Code enforcement

4. New businesses in the city
5. Orchards at Fairhill housing development
6. Vermillion River Crossings development

All of the city councilmembers thanked Kienberger for the work of his department in 2016 and for the summary report.

b) Investment Review

Finance Director Hanson reviewed the 2016 investment report with the city council. The city had a combined cash balance and investment balance of \$44 million at the end of 2016. Of this amount, the city had invested \$6 million in collateralized accounts and \$38 million in a variety of investments with various financial institutions.

Hanson reviewed the amounts in the pooled checking accounts, average investment portfolio balance, investment portfolio by type, investment portfolio maturities, where investments are purchased from and the mark to market issue. The city had an investment income budget of \$199,373 with actual investment income of \$312,738.

Councilmember Bartholomay asked if the approximately \$2 million in the checking account was all general fund. Hanson stated that we pool cash from all funds so it represents a variety of funds.

Councilmember Donnelly asked how the city uses this money. Hanson shared that the \$44 million amount is high due to the city having cash on hand in December from bond refinancing between \$12-\$14 million dollars that was spent in February. The remaining cash is spread among 40 different funds for uses including debt, CIP projects, a future water tower and infrastructure, savings for future purchases, liquor revenues and more.

Mayor Larson thanked Hanson for the easy to understand report.

c) 2016 Draft Financial Statements Review

Finance Director Hanson reviewed the 2016 draft financial statements. These statements will be adjusted and reviewed again as a part of the 2016 audit report that will occur on May 15, 2017.

The city had a positive 2016 budget year with revenues exceeding expenditures in the General Fund. The General Fund balance increased \$315,104 with a year end fund balance percentage of 41.5% of the 2017 General Fund budgeted expenditures. The city policy is for this number to be between 40-50%.

Hanson reviewed a number of other funds that also had positive 2016 results.

Councilmember Donnelly thanked Hanson for the thorough and easy to read report. The city budgets conservatively and was the benefactor of a number of one time issues in 2016.

Councilmember Craig was encouraged to see positive financial results.

Councilmember Bartholomay thanked Hanson for the detailed report. He stated the work of the city council and staff over the past years is starting to pay off.

11. Unfinished Business

None

12. New Business

a) 2016/2017 City Council Priorities Update

Administrator McKnight provided an update on the 2016/2017 city council priorities. Last year the city council set the following priorities:

1. Fiscal-Continue to take steps to make Farmington a city of fiscal excellence
2. Development-Support the expansion of residential, commercial and industrial properties
3. Partnerships-Forge opportunities with existing and new partners
4. Service Delivery-Endeavor to provide core government services at high quality levels

McKnight reviewed a number of projects that are helping to move the city council priorities forward including the successful 2016 budget results, liquor store successes, the Orchards at Fairhill project, Tamarack Ridge success, Farmington Mall revitalization, businesses expansion, Legacy of Farmington, Vermillion River Crossings progress, local partnership examples and many examples of city staff providing core government services.

13. City Council Roundtable

Donnelly-Welcomed Katie Bernhjelm to the city council and thanked all of those who applied for the position.

Bernhjelm-Shared that she is excited for this new opportunity.

Craig-Welcomed Katie Bernhjelm to the city council, shared that she thought the process used to fill the vacancy was excellent and offered the city council a chance to see different points of view.

Bartholomay-Welcome Katie Bernhjelm to the city council, thanked those who applied for the vacant city council seat and wished the best to two current city employees who are leaving for other opportunities.

McKnight-Welcomed Katie Bernhjelm to the city and reminded residents that curbside clean up days begin this Saturday.

Kienberger-An open house on the Rambling River Center Plaza will be held on Thursday, April 27, 2017 from 6-7 p.m. at city hall.

Distad-The Rambling River Center will be holding an arts and crafts fair on April 22, 2017.

Larson-Welcome Katie Bernhjelm to the city council, the library is holding a shred fest on April 22, 2017, hydrant flushing continues this week, shared information about city communication efforts and encouraged residents to shop local.

Adjourn

Motion by Bartholomay, second by Craig, to adjourn the meeting at 8:17 p.m. APIF, motion carried.

Respectfully Submitted

David McKnight, City Administrator



City of Farmington

430 Third Street
Farmington, Minnesota
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www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Brenda Wendlandt, Human Resources Director
SUBJECT: Approve Joint Powers Cost Share Agreement for Pictometry Aerial Photography-
Human Resources
DATE: May 1, 2017

INTRODUCTION

The purpose of the memorandum is to provide information regarding the attached joint powers cost share agreement for the licensing and use of Pictometry Aerial Photography.

DISCUSSION

Dakota County, along with various Dakota County Cities, implemented a joint powers cost share agreement for the purchase and licensing of Pictometry software in 2005. The cities share the costs based on the number of parcels in each city as a percentage of the total number of parcels in all cities. Attached is the updated Joint Powers Cost Share Agreement.

Pictometry is a patented information system that provides “visual intelligence” by combining aerial imaging with computer programming. This program allows the users to have easy access to actual imagery of **every square foot** of their area from as many **as twelve different views** in full color, high resolution, and digital format. The users of this system are economic development, public safety, public works, and parks and recreation staff members.

A copy of the agreement between Pictometry International Corporation and Dakota County is included with this memorandum.

This agreement meets the city council priorities of leveraging partnership opportunities and supporting development.

BUDGET IMPACT

The city’s cost for this software is \$1,187.00 per year which represents a \$79.00 increase in cost since last approved in 2014 and is provided for in the 2017 budget.

ACTION REQUESTED

Approve the joint powers cost share agreement for Pictometry International Corporation general license terms and conditions.

ATTACHMENTS:

Type	Description
□ Backup Material	JPA

**JOINT POWERS COST SHARE AGREEMENT
FOR PICTOMETRY INTERNATIONAL CORPORATION
GENERAL LICENSE TERMS AND CONDITIONS**

THIS AGREEMENT is made and entered into by and between the County of Dakota ("County"), a political subdivision of the State of Minnesota, and the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul (individually "City" and collectively "Cities"), political subdivisions of the State of Minnesota.

WHEREAS, the County and Pictometry International Corporation ("Pictometry") executed a General License Terms and Conditions, which is attached and incorporated herein as Exhibit 1 ("License Agreement"), whereby the County is allowed to install and use Pictometry's licensed images, geodata, software and documentation ("Pictometry's Licensed Products"); and

WHEREAS, Pictometry's Licensed Products are dynamic visual imagery products that will provide three-dimensional oblique images and 360 degree views of each property in Dakota County; and

WHEREAS, use of Pictometry's Licensed Products will improve efficiency and quality within numerous County departments; and

WHEREAS, the License Agreement allows any political unit or subdivision located totally or substantially within the boundaries of Dakota County to install and use Pictometry's Licensed Products ("Authorized Subdivisions") under the License Agreement and subject to certain conditions; and

WHEREAS, the Cities desire to become Authorized Subdivisions that are authorized to install and use Pictometry's Licensed Products, in accordance with the terms of the License Agreement; and

WHEREAS, the County and Cities have reached an agreement to share the costs of licensing, installing and using Pictometry's Licensed Products by their respective political subdivision; and

WHEREAS, pursuant to Minn. Stat. § 471.59, two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers.

NOW, THEREFORE, in consideration of the mutual promises and benefits that all parties shall derive from this Agreement, the parties agree as follows:

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is for the County and the Cities to share in the costs for licensing, installation and use of Pictometry's Licensed Product, in accordance with the terms of this Agreement and the License Agreement attached and incorporated herein as Exhibit 1 (License Agreement) and to designate the Cities as Approved Subdivisions for purposes of the License Agreement.

**ARTICLE 2
TERM**

The term of this Agreement shall commence on the date of execution of this Agreement by all parties, and shall terminate on December 31, 2018, unless earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 3
OBLIGATIONS OF THE COUNTY**

- 3.1 Payment.** In accordance with the License Agreement executed between the County and Pictometry, the County has entered into the License Agreement and has agreed to pay Pictometry \$62,044 for each year of the License Agreement term.
- 3.2 Approval as Authorized Subdivisions.** Upon execution of this Agreement and payment made by each City to the County as provided in this Agreement, the City will be an Authorized Subdivision for purposes of the

License Agreement. Nothing in this Agreement restricts the County from designating other political subdivisions located in Dakota County as Authorized Subdivisions for purposes of the License Agreement.

- 3.3 Coordination.** The County will work out the delivery and deployment details and coordinating those processes with appropriate staff of the Cities. For that purpose, the Cities each agree to identify a technical and administrative contact for their city related to this Agreement ("Liaison") as specified below.

ARTICLE 4 OBLIGATIONS OF THE CITIES

- 4.1 Payments by Cities.** The Cities agree to pay the County a total of \$20,042 in 2017 and a total of \$20,042 in 2018. The License Agreement cost paid by each city is based on the average of the percentage of parcels and square miles in each city as a part of the total in all cities (% of Urban). The Cities agree to pay their respective cost share for each year of the License Agreement as shown in the chart below. The County will invoice each City for its cost share and each City agrees to send its cost share amount, payable to the Dakota County Treasurer, within 35 calendar days of receipt of the invoice to the County Liaison.

	% of Urban	Cost / City / Year
Apple Valley	13%	\$ 2,603
Burnsville	14%	\$ 2,874
Eagan	17%	\$ 3,412
Farmington	6%	\$ 1,187
Hastings	6%	\$ 1,208
Inver Grove Heights	9%	\$ 1,771
Lakeville	14%	\$ 2,892
Mendota Heights	4%	\$ 735
Rosemount	6%	\$ 1,170
South St. Paul	6%	\$ 1,203
West St. Paul	5%	\$ 987
Totals:	100%	\$ 20,042

- 4.2 Responsibilities of Cities as Authorized Subdivisions.** Upon payment of their respective cost for the License Agreement, each City is licensing Pictometry's Licensed Products and is authorized to use the Licensed Products in accordance with the terms of Exhibit 1 for the applicable calendar year.

ARTICLE 5 CITIES ARE NOT SUBLICENSEES OF THE COUNTY

Nothing in this Agreement creates an agency relationship between the County and the Cities with regard to the License Agreement (Exhibit 1). By signing this Agreement each City fully accepts the terms of the License Agreement on behalf of itself and its employees. The County does not have any obligation to the Cities with regard to licensing or the actual installation or use of Pictometry's Licensed Products by the City.

ARTICLE 6 LIABLE FOR OWN ACTS

Each party to this Agreement shall be liable for the acts of its officers, employees, volunteers or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of any other party, its officers, employees, volunteers or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the Cities. Each party warrants that it is able to comply with the aforementioned indemnity requirement through an insurance or self-insurance program and that each party has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against any party to this Agreement, nothing in this Agreement shall be construed to allow a claimant to obtain

separate judgments or separate liability caps from the individual parties. This Article shall survive the expiration or termination of this Agreement.

ARTICLE 7 DEFAULT- FORCE MAJEURE

No party shall be liable to any other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

ARTICLE 8 TERMINATION

In the event Pictometry's Licensed Products are no longer available to the County and Cities in accordance with the License Agreement, the County and Cities agree to work together to determine appropriate actions to take. In the event the County recovers payments from Pictometry for early termination of the License Agreement, the money recovered will be disbursed proportional to the contributions made for Pictometry's Licensed Products under this Agreement.

ARTICLE 9 AUTHORIZED REPRESENTATIVES AND LIAISONS FOR THE PARTIES

- 9.1 Authorized Representatives.** The named persons that have executed this Agreement on behalf of the County and each City are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the Authorized Representative shall have only the authority specifically or generally granted by their respective governing boards.
- 9.2 Liaisons.** To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a Liaison shall be designated by the County and each City. Notification required to be provided pursuant to this Agreement shall be provided to the named person and address listed below for the County, and shall be provided to the named persons and addresses listed on each City's signature page of this Agreement, unless otherwise stated in a modification of this Agreement. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. The County's Liaison is:

County Liaison: Randy Knippel or successor,
Dakota County Office of GIS, 14955 Galaxie Ave.
Apple Valley, MN 55124
Telephone: 952-891-7080
Email Address: randy.knippel@co.dakota.mn.us

ARTICLE 10 GENERAL PROVISIONS

- 10.1 Modifications.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and Cities.
- 10.2 Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
- 10.3 Minnesota Law to Govern.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Dakota. This Article shall survive expiration or termination of the Agreement.

10.4 Merger.

- A. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this Agreement.
- B. Exhibit. Exhibit 1 (License Agreement) (including all attachments and exhibits thereto) is attached hereto, and all terms and conditions in said Exhibit are incorporated herein and made a part of this Agreement. By signing this Agreement, each City acknowledges receipt of the above Exhibit (including all attachments and exhibits thereto).

10.5 Agreement Interpretation and Construction. This Agreement was fully reviewed and negotiated by the parties. Accordingly, the parties agree the "against the offeror" principle of contract interpretation and construction shall not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the party that drafted the Agreement. It is the intent of the parties that every article (including any subsection), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary.

10.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY OF DAKOTA

By _____
Dan Cater, Director
Information Technology Department
Date of Signature _____

APPROVED AS TO FORM:

/s/ Lucie S. O'Neill 4/4/2017
Assistant Dakota County Attorney Date
File No. KS-17-45-2

County Board Res. No. 17-159

CITY OF APPLE VALLEY

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF APPLE VALLEY
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____
_____ [print name]
Date: _____

Attest: _____
_____ [print name]
Title: _____
Date: _____

CITY OF BURNSVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF BURNSVILLE

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____
_____ [print name]

Date: _____

Attest: _____
_____ [print name]

Title: _____

Date: _____

CITY OF EAGAN

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF EAGAN

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print name]

Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

CITY OF FARMINGTON

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF FARMINGTON

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print name]

Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

CITY OF HASTINGS

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF HASTINGS
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____
_____ [print name]

Date: _____

Attest: _____
_____ [print name]

Title: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF INVER GROVE HEIGHTS

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print name]

Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

CITY OF LAKEVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF LAKEVILLE

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print name]

Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

CITY OF MENDOTA HEIGHTS

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF MENDOTA HEIGHTS

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print name]

Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

CITY OF ROSEMOUNT

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF ROSEMOUNT

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print name]

Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

CITY OF SOUTH ST PAUL

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF SOUTH ST PAUL

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____
_____ [print name]

Date: _____

Attest: _____
_____ [print name]

Title: _____

Date: _____

CITY OF WEST ST PAUL

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF WEST ST PAUL

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____ [print name]

Date: _____

Attest: _____

_____ [print name]

Title: _____

Date: _____

EXHIBIT 1
LICENSE AGREEMENT

[Remainder of page left blank]

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
DAKOTA COUNTY, MN ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Web Visualization Offering Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Sector Maps (3)

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
14955 Galaxie Ave	25 Methodist Hill Drive
Apple Valley, MN 55124	Rochester, NY 14623
Attn: Randy Knippel, Manager	Attn: Contract Administration
Phone: 952-891-7080	Phone: (585) 486-0093

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

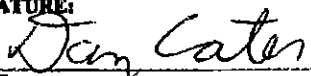

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement

shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
DAKOTA COUNTY, MN	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Dan Cater	NAME: Linda K. Salpini
TITLE: IT Director	TITLE: Corporate Vice President
DATE: March 27, 2017	EXECUTION DATE: March 24, 2017
	DATE OF RECEIPT (EFFECTIVE DATE):

APPROVED AS TO FORM:

 3/23/17
ASSISTANT DAKOTA COUNTY ATTORNEY/DATE

File No. Ks-17-45-1

Board Res No. 17-159

SECTION A**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C184208

BILL TO

Dakota County, MN
Randy Knippel, Manager
14955 Galaxie Ave
Apple Valley, MN 55124
952-891-7080
randy.knippel@co.dakota.mn.us

SHIP TO

Dakota County, MN
Randy Knippel, Manager
14955 Galaxie Ave
Apple Valley, MN 55124
952-891-7080
randy.knippel@co.dakota.mn.us

CUSTOMER ID

A116608

SALES REP

DLars

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
339	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (BCW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$250.00		\$84,750.00
300	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (BCW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00		\$22,500.00
350	Tiles - Standard (6in GSD; JPG format) Per Sector	Available with corresponding 3", 4", or 6" GSD imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00		\$7,000.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Years Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,600.00	\$4,950.00 (25%)	\$4,950.00
306	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00		\$3,060.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. License Term: 2 Years	\$1,500.00	\$1,125.00 (25%)	\$1,125.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions			
350	Mosaic - Area Wide (6in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00		\$350.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
306	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$153.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
6	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$200.00	\$0.00 (100%)	\$0.00
11	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$345.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00

Thank you for choosing Pictometry as your service provider.

TOTAL

\$124,087.00

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing	\$14,839.25
Due at Initial Shipment of Imagery	\$44,517.75
Due at First Anniversary of Shipment of Imagery	\$58,655.00
Due at Activation of Online Services	\$6,075.00
Total Payments	\$124,087.00

PRODUCT PARAMETERS

IMAGERY

Product:	IMAGERY - NEIGHBORHOOD - 4-way (NS) (6in) Per Sector
Elevation Source:	Pictometry - On file - Statewide LiDAR
Leaf:	Leaf Off: Less than 30% leaf cover
Product:	IMAGERY - COMMUNITY - 4-way (CS) (9in) - Per Sector
Elevation Source:	Pictometry - On file - Statewide LiDAR
Leaf:	Leaf Off: Less than 30% leaf cover
Product:	IMAGERY - COMMUNITY - 4-way (CS) (9in) - Per Sector
Elevation Source:	Pictometry - On file - Statewide LiDAR
Leaf:	Leaf Off: Less than 30% leaf cover
Product:	IMAGERY - NEIGHBORHOOD - 4-way (NS) (6in) Per Sector
Elevation Source:	Pictometry - On file - Statewide LiDAR
Leaf:	Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT

Product:	Pictometry Connect - CA - 100
Admin User Name:	Randy Knippel
Admin User Email:	randy.knippel@co.dakota.mn.us
Geofence:	MN Anoka
	MN Carver
	MN Douglas
	MN Hennepin
	MN Le Sueur
	MN Ramsey
	MN Rice
	MN Scott
	MN Washington
	MN Dakota
	MN Wright

Product:	Pictometry Connect View - CA
Admin User Name:	Randy Knippel

Admin User Email:
Geofence:

randy.knippel@co.dakota.mn.us
MN Anoka
MN Carver
MN Douglas
MN Hennepin
MN Le Sueur
MN Ramsey
MN Rice
MN Scott
MN Washington
MN Dakota
MN Wright

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - ☐ **Tornado:** areas affected by tornadoes rated EF4 and higher.
 - ☐ **Terrorist:** areas affected by damage from terrorist attack.
 - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

- shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND CONDITIONS

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- 1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- 1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- 1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- 1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

- 2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.
- 3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

- 5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. **Online Services Eligible Users:** Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. **Applicable Law:** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Minnesota, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Minnesota in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. **Collective Purchase/Project Contingency:** The six (6) sectors of 9 inch imagery, the two (2) sectors of 6 inch imagery and the nine (9) sectors of 6 inch imagery as set forth in Section A Product Descriptions, Prices and Payment Terms and the attached Sector Maps ("Shared Sectors") comprise one element of a collective purchase transaction for the benefit of Customer, Washington County, MN and Scott County, MN (collectively, the "Participants"). Customer shall receive the Shared Sectors at no charge so long as Participants' image captures occur simultaneously, at the same imagery resolution. Should the Participants' image captures not occur simultaneously, Customer will be charged the list price (as set forth in Section A Product Descriptions, Prices and Payment Terms) for the Shared Sectors.
4. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with Customer. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation time, severance pay, PERA, or other benefits available to Customer employees, including indemnification for third party personal injury/property damage claims shall accrue to Pictometry's or employees of Pictometry's performing services under this Agreement.
5. Each party shall be liable for its own acts to the extent provided by law and shall not be responsible for the acts of the other party.
6. It is understood and agreed that the Customer's liability shall be limited by the provisions of Minn.Stat.Chap.466.
7. Pictometry further agrees that in order to protect itself as well as Customer under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force:

Commercial General Liability Insurance Policy with minimum limits of \$1,000,000 combined single limit (CSL), with coverage pertaining to premises operations. In the event Combined Single Limits Coverage is not secured by Pictometry, the following minimum limits apply:

\$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence
\$ 5,000 Medical Expense

The policy should be written on an 'occurrence' basis and not a 'claims-made' basis.

Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.

Professional Liability Insurance (when required) in the minimum amount of \$1,500,000 combined single limit (CSL). In the event Combined Single Limits Coverage is not secured by Pictometry, the following minimum limits apply:

\$3,000,000 Aggregate
\$1,000,000 per Wrongful Act or Occurrence

Excess Umbrella Liability Policy in the amount of \$1,500,000 will be additionally required if any of the above policies have lower limits than stated.

Worker's Compensation Insurance.

Prior to the effective date of this Agreement, and as a condition precedent, Pictometry will furnish the County with an original Certificate of Insurance listing the County as an 'Additional Insured' in all coverage areas except Worker's Compensation and Professional Liability.

8. All release of data, resulting from the parties performance under this Agreement shall be governed by Minnesota Data Practices, Minn. Stat. Section 13. Upon a request for disclosures made pursuant to this act, Customer shall give Pictometry notice promptly enough to facilitate Pictometry taking legal action to prevent or limit disclosure pursuant to applicable laws.

9. Pursuant to Minn. Stat. Section 16C.05, subd. 5, Pictometry agrees that Customer, the State Auditor, or any of their duly authorized representatives, upon ten days' notice to Pictometry, at a date and time mutually convenient for both parties shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of Pictometry and involve transactions relating to this Agreement. Pictometry agrees to maintain these records for a period of six years from the date of termination of this Agreement. Any inspections conducted pursuant to this section will be at the Customer's expense.

10. Pictometry shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of Customer and subject to such conditions and provisions as the Customer may deem necessary. Pictometry shall be responsible for the performance of all Subcontractors. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties, not to be unreasonably withheld, and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

11. During the performance of this Agreement, Pictometry agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

12. Pictometry shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. Pictometry shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the County, Pictometry shall provide copies of any licenses and/or training records for Pictometry and/or Pictometry's employees or subcontractor's employees who perform services pursuant to this Agreement.

13. Any mutually agreed to material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

14. **Ownership:** Customer shall own the copy of the area wide mosaics delivered to it by Pictometry pursuant to this contract. Such area wide mosaics shall not constitute Delivered Content for purposes of this contract. As such, Customer is free to use, reproduce and redistribute copies of the area wide mosaics so delivered in any manner without any accounting to Pictometry. Pictometry shall own those copies of the area wide mosaics delivered pursuant to this contract that are in Pictometry's possession. As such Pictometry is free to use, reproduce and redistribute copies of the area wide mosaics delivered pursuant this contract in any manner without any accounting to Customer. Except for the copy of the area wide mosaics delivered to Customer by Pictometry pursuant to this contract, all imagery (including associated metadata) and software delivered or otherwise made available to Customer pursuant to this contract constitute Delivered Content or Pictometry Software, as appropriate, and are and shall remain the exclusive property of Pictometry, subject to the rights of Customer to use the Delivered Content and the Pictometry Software pursuant to the licenses granted by Pictometry elsewhere in this contract.

15. **Contractor Debarment, Suspension and Responsibility Certification:** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, Pictometry Certifies That It And Its Principals* And Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three-year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Contracting Officer should Pictometry come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and person having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions.

16. Sun Angle: Pictometry may capture images when there are clouds above the altitude of the aircraft. Pictometry shall use commercially reasonable efforts to capture images with no full cloud obscuration or heavy cloud shadows (as determined by Pictometry). Our imaging window is defined at 25 degrees of sun elevation or greater. When that window is less than 4 hours, we will default to 2 hours before/2 hours after solar noon.

17. Leaf Cover and Ground Surface Snow: Pictometry will capture images when leaf cover is 30% or less and shall use commercially reasonable efforts to capture images when less than 5% of the ground surface is covered by snow. Minimal snow cover from residual snow stockpiles and along fence and windrows is acceptable.

[END OF NON-STANDARD TERMS AND CONDITIONS]

Minneapolis-St Paul-MN

RAMSEY

HENNEPIN

WASHINGTON

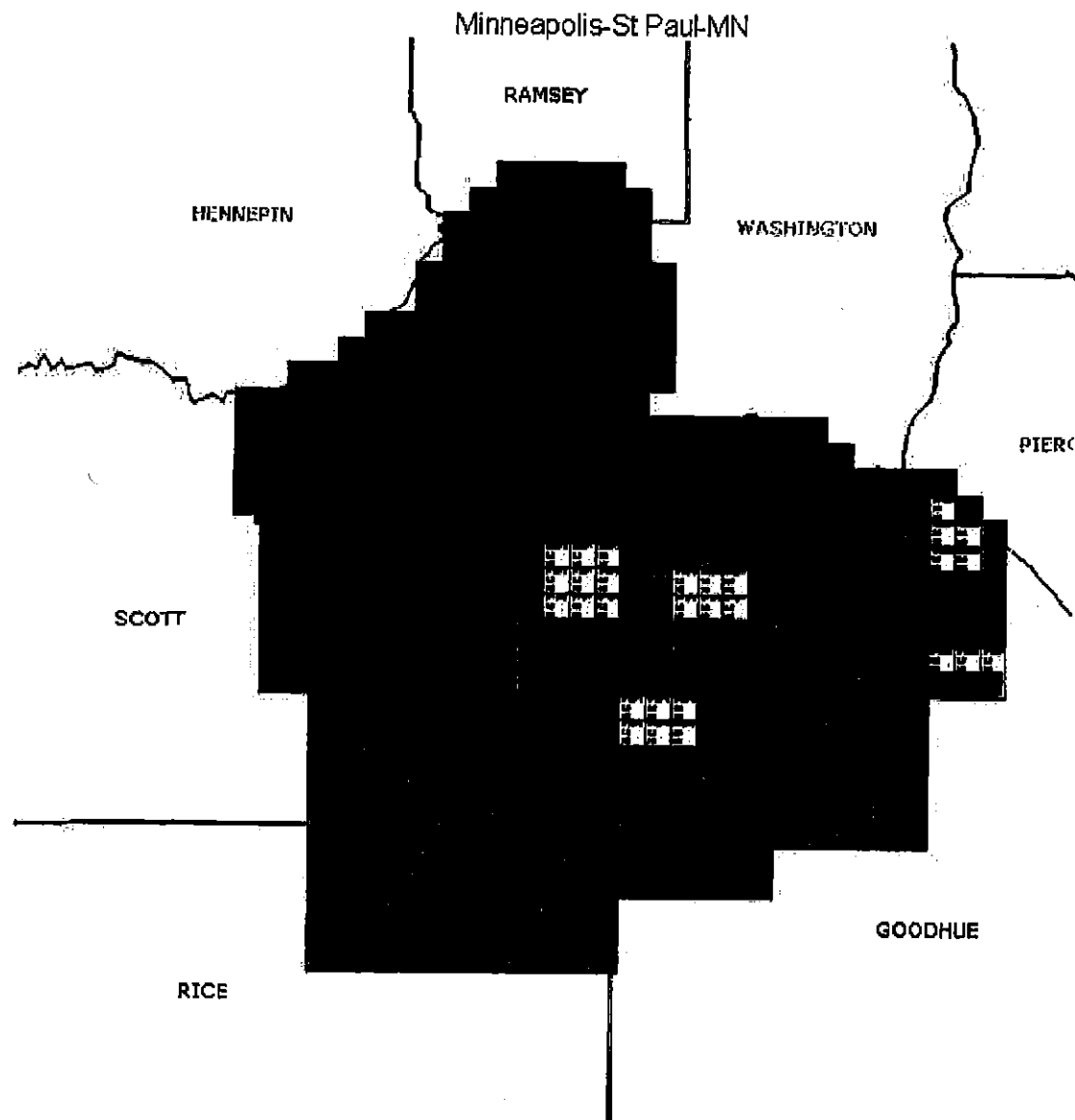
P:

SCOTT

GOODHUE

RICE

Community Sectors: 300 Neighborhood Sectors: 339



Community Sectors: 306 Neighborhood Sectors: 350



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Brenda Wendlandt, Human Resources Director
SUBJECT: Approve ImageTrend Elite Product Upgrade Software Agreement-Human Resources
DATE: May 1, 2017

INTRODUCTION

The purpose of this memorandum is to provide information and request approval regarding the attached ImageTrend Elite product software licensing agreement.

DISCUSSION

ImageTrend software is designed specifically to support fire departments with record keeping and reporting utilizing a web based application accessible at any station or field operation with internet capability. This upgraded product provides a centralized system that is more user-friendly with which to track information, create various reports and maintain accurate records.

This software upgrade provides for better and more efficient reporting on fire related activities which helps to meet the council's priority on service delivery.

BUDGET IMPACT

ImageTrend is not increasing their fees for this upgrade and include the annual support amount of \$400.00 and the monthly hosting amount of \$300.00 per month. These amounts are provided for in the 2017 budget.

ACTION REQUESTED

The action requested is to approve the ImageTrend Elite product upgrade software licensing agreement.

ATTACHMENTS:

Type	Description
□ Backup Material	ImageTrend Elite Product Software Agreement

IMAGETREND ELITE PRODUCT UPGRADE SOFTWARE LICENSING AGREEMENT

CONTRACT NO.: 245789

BETWEEN

**FARMINGTON FIRE RESCUE
430 3RD STREET
FARMINGTON, MN 55024**

AND

**IMAGETREND, INC.
20855 KENSINGTON BLVD.
LAKEVILLE, MN 55044**

IMAGETREND[®]

OVERVIEW

IMAGETREND is excited to release its new product platform, ImageTrend Elite. This platform will support the NEMESIS version 3 standard.

As part of this release to the new product platform, IMAGETREND has renamed its product offerings as detailed below.

Existing Product Name	New Product Name
Fire Bridge	ImageTrend Elite Fire

The recurring fees that each CLIENT pays today will continue forward, however they will be established under the new product names. If CLIENT would like to consolidate the recurring fees, please contact IMAGETREND and we will work with you to complete this.

ELITE PRODUCT UPGRADE AGREEMENT

PERPETUAL USE LICENSE, IMAGE TREND HOSTED SOLUTION

This AGREEMENT (hereinafter referred to as this "Agreement") is made as of the date executed by the last of the parties named below:

BETWEEN: **IMAGETREND, INC.**, a Minnesota corporation (hereinafter "IMAGETREND")

AND: **FARMINGTON FIRE RESCUE** (hereinafter "CLIENT").

The CLIENT and IMAGETREND mutually agree to the following between Farmington Fire Rescue and ImageTrend, Inc. for Software Licensing Agreement.

1. The purpose of this Agreement is for CLIENT to upgrade to ImageTrend's Elite Platform and receive the product(s) and module(s) as outlined in Exhibit B Pricing Agreement below.
2. This Agreement also includes the following: Exhibit A - Software Licensing Agreement, Exhibit C – ImageTrend Elite Upgrade Transition Process, Exhibit D – Service Level Agreement, Exhibit E – HIPPA Business Associate Agreement, and Exhibit F – Tax Exemption Certification.
3. Product functionality has been reviewed and no customization is anticipated. Out of Scope customization is \$175.00/hour and performed only under mutually agreed upon Statement of Work.
4. *IMAGETREND strongly advises against live data entry by CLIENT until your IMAGETREND Representative authorizes you to do so.*

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"FARMINGTON FIRE RESCUE"

By: _____

Name: _____

Title: _____

Dated: _____

"IMAGETREND"

By: Michael J. McBrady

Name: Michael J. McBrady

Title: President

Dated: 03/08/2017

EXHIBIT A – SOFTWARE LICENSING AGREEMENT

SECTION 1. DEFINITIONS.

“Authorized personnel” means employees of CLIENT that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel.

“Confidential information” means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

“Custom Development” means that CLIENT contracts IMAGETREND through a signed and accepted Statement of Work to customize the software. Each CLIENT shall have the non-exclusive license to utilize such software. Such software may then become a part of the core product and be distributed. Custom Development may require ongoing support and/or hosting and shall be subject to support and/or hosting fee increases. IMAGETREND maintains ownership of all Custom Development.

“ePCR” means an Electronic Patient Care Report

“ImageTrend Elite Data Marts” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

“ImageTrend Elite Reporting Tools” means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“Incident(s)” means an instance where the CLIENT sends a vehicle to a potential or actual patient.

“Licensed Information” means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

“Perpetual License” means an unlimited use of software without rights for resale.

“Reference” means referral in the promotion of IMAGETREND'S software to other potential CLIENTS.

“Run(s)” means an incident where the CLIENT sends a vehicle to a potential or actual patient.

“Software” means the computer program(s) in machine readable object code form listed in Exhibit “B”, including the executable processing programs comprising the various modules from the Software and the Licensed Information.

"Statement of Work" means the technical document which outlines mutually agreed upon system specification for Custom Development and associated costs, payment terms and acceptance procedures. This document requires CLIENT acceptance and signature prior to beginning work.

"Support" means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND's offices.

"Upgraded Version" means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be one year(s) from signature date, subject to Section 13 of this AGREEMENT. This AGREEMENT shall be subject to automatic annual renewal unless terminated by either party as provided in Section 13, below.

SECTION 3. GRANT OF LICENSE.

A. NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive perpetual use license of the Software. During the term of the AGREEMENT, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit D. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

B. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools as included and detailed in Exhibit B. This AGREEMENT does not give the CLIENT the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via separately-priced product and service offerings from IMAGETREND. This Section 3.B, is subject to the Non-Exclusive Use License as covered in Section 3.A and terms of this AGREEMENT.

C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

CLIENT agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not nor shall CLIENT permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not, nor shall CLIENT permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this AGREEMENT.

D. DATA OWNERSHIP AND DATA PROTECTION.

All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not to use or make available any personally identifiable information other than for administering the CLIENT's account and collecting usage statistics in order to improve our products and services specifications. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential. CLIENT shall have access to creative tools within the Elite Software platform. Use of these features is conditioned upon assignment to IMAGETREND of all copyrights in any work created within and using the Elite software platform, the terms of use for such creative tool features will prompt all users upon first use to agree to terms of use; those terms are hereby incorporated as part of this AGREEMENT and valid whether accepted before or after execution of this AGREEMENT. Please contact IMAGETREND for a copy of these terms prior to final acceptance of this AGREEMENT, if necessary.

E. CLIENT DATA.

Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD, IMAGETREND shall do its best to accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request.

SECTION 4. SOFTWARE ABSTRACT.

- A. The IMAGETREND Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database. CLIENT shall not use IMAGETREND Software to integrate patient information from a clinical encounter associated with a patient incident requiring emergency medical care by the emergency transport crew with flight information relating to an emergency transport crew dispatch to produce an encounter record indicative of the patient's clinical encounter.
- B. The IMAGETREND Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by IMAGETREND for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and

potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMESIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

SECTION 5. SERVICES PROVIDED BY IMAGETREND.

A. SUPPLY OF SOFTWARE AND LICENSED INFORMATION.

IMAGETREND shall provide CLIENT software and services as detailed in Exhibit B.

B. MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.

During the terms of this AGREEMENT and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.

C. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

1. IMAGETREND shall provide CLIENT with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services.
2. "Train-the-trainer" training for administrators as detailed in Exhibit B. Additionally, online training videos and user guides in electronic format will be made available.
3. Introductory training relating to the Software as detailed in Exhibit B. The parties may enter into a supplemental written AGREEMENT in the event CLIENT desires that IMAGETREND provide additional training.

SECTION 6. MAINTENANCE AND SUPPORT.

A. Application use support as detailed in Service Level Agreement Exhibit D.

B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the IMAGETREND Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.

C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

SECTION 7. FEES.

A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit B.

1. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.

B. The fees for this contract are as detailed in the attached Exhibit B.

- C. At any time during this AGREEMENT, the CLIENT may contract with IMAGETREND for additional software and services not covered in this AGREEMENT with fees to be negotiated on an item-by-item basis. The CLIENT may contract Custom Development by IMAGETREND for additional fees as outlined and agreed to in a signed and accepted Statement of Work.
- D. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.

SECTION 8. PROTECTION AND CONFIDENTIALITY.

A. ACKNOWLEDGEMENT.

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below. CLIENT acknowledges and agrees that CLIENT shall not permit any non-Authorized User from accessing the Software made available to the CLIENT.

B. MAINTENANCE OF CONFIDENTIAL INFORMATION.

Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT.

C. SURVIVAL.

This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

SECTION 9. WARRANTIES.

A. PERFORMANCE.

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.

All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time.

IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

The express warranties provided herein are the only warranties made by IMAGETREND with respect to the Software and supersede all other express or implied warranties, including, but not limited to, any warranties of merchantability and warranties for any special purpose.

SECTION 10. LIMITATION OF LIABILITY.

Unless otherwise provided in this Section 10, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at IMAGETREND's option, either (i) immediate release from the AGREEMENT; or (ii) repair of the Software.

SECTION 11. INDEMNIFICATION.

A. INDEMNITY

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential or incidental damages arising out of:

- (i) any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or
 - (ii) any personal injury or death which results or increases by any action taken to medically treat CLIENT agents, employees and subcontractors; or
 - (iii) any personal injury, property damage or death that CLIENT may sustain from any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this AGREEMENT,
- Except for the foregoing claims, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, arising out of any claim or action brought against IMAGETREND arising out of the negligence or recklessness of CLIENT, as well as any agents thereof in the performance of this AGREEMENT.

B. ENTIRE LIABILITY

SECTION 11 (A) ABOVE STATES THE PARTIES ENTIRE LIABILITY THE PARTIES SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11(A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY, EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

SECTION 12. INSURANCE REQUIREMENTS.

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, if requested.

SECTION 13. TERMINATION.

A. TERMINATION WITHOUT CAUSE.

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

B. CUSTOM DEVELOPMENT TERMINATION

Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

C. TERMINATION FOR CAUSE.

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8, above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

SECTION 14. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

SECTION 15. NONASSIGNABILITY.

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

SECTION 16. GOVERNING LAW.

The parties agree that the law governing this AGREEMENT shall be that of the State of Minnesota without regard to its conflict of laws principles.

SECTION 17. COMPLIANCE WITH LAWS.

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 18. WAIVER.

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

SECTION 19. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT:

Farmington Fire Rescue
430 3rd Street
Farmington, MN 55024

ATTENTION: James L. Larsen

TO IMAGETREND:

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 20. FORCE MAJEURE.

Neither party shall be liable in damages or have the right to terminate this AGREEMENT for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SECTION 21. ARBITRATION.

Any dispute between IMAGETREND and CLIENT under this AGREEMENT shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (MINNESOTA) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, IMAGETREND and CLIENT shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this AGREEMENT and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any Minnesota court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. IMAGETREND and CLIENT shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 22. INTERPRETATION.

This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced

to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

SECTION 23. SIGNATOR'S WARRANTY AND ACCEPTANCE BY PERFORMANCE.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT. CLIENT understands and agrees that if CLIENT accepts any Software, goods, or services from IMAGETREND prior to IMAGETREND receiving a final, mutually signed copy of this AGREEMENT, that CLIENT has accepted this AGREEMENT and all of its terms and conditions.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

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EXHIBIT B – PRICING AGREEMENT

Each client will get an included number of Project Management hours as identified below. Any additional hours may be purchased at the rates listed below.

IMAGETREND will utilize a multi-faceted implementation process to best fit the needs of the CLIENT and availability of system functionality. This process will include one-on-one phone/virtual correspondences with implementation staff, live webinar trainings and supplemental educational curriculum such as training documents, quick guides and pre-recorded trainings.

RECURRING FEES PRICING AGREEMENT

Description	Units	Price	Extended
Elite			
ImageTrend Elite Platform Upgrade	1	Included	Included
ImageTrend Elite EMS Upgrade Implementation Package	1	Included	Included
<i>1-10,000 annual EMS incidents: Project Management hours include 4 hours with an Implementation staff member</i>	1	Included	Included
ImageTrend Elite Fire Annual Hosting (previously known as Fire Bridge - invoiced monthly as contracted)	12	\$300.00	\$3,600.00
ImageTrend Elite Fire Annual Support (previously known as Fire Bridge - invoiced annually as contracted)	1	\$400.00	\$400.00
ImageTrend Elite Field Site License Upgrade	1	Included	Included

Initial	Description	Units	Price	Extended
	Additional Optional Items			
	Upgrade to Hospital Hub Setup and Access (previously known as Hospital Dashboard) <i>Number of Hospitals Included: 5</i>		TBD	
	Upgrade to Hospital Hub Annual Support (previously known as Hospital Dashboard)		TBD	
	Visual Informatics – Analytics (EMS Cube)		TBD	
	Visual Informatics – Analytics (EMS Cube) – Annual Support		TBD	
	Visual Informatics – Analytics (Fire Cube)		TBD	
	Visual Informatics – Analytics (Fire Cube) – Annual Support		TBD	
	Project Management hours - block of 2 hours (Billed at IMAGETREND's standard rate of \$125.00/hour)		\$250.00	
	Onsite Training Sessions (Billed at IMAGETREND's standard rate of \$1,000/day, 1 Trainer)		\$1,000.00	
	Onsite Training Travel per Trainer (Billed at IMAGETREND's standard rate of \$1,750/day, 1 Trainer)		\$1,750.00	
	Custom Development requires separate Statement of Work – (Billed at IMAGETREND's standard rate of \$175.00/hour)		\$175.00	

*The CLIENT may elect to purchase additional services as set forth in the options identified above at any time during the contract term. The CLIENT shall exercise said options by written notice to IMAGETREND. The prices above are valid for one year from contract signature.

Payment Terms:

- a. Payment Terms are net 30 days and based upon the existing invoice arrangement.
- b. The recurring Annual Fees will be billed annually in advance.
- c. CLIENT agrees IMAGETREND may, in IMAGETREND's discretion, cease to provide access, hosting, support or otherwise disable the Software listed in Exhibit B due to CLIENT's breach of contract, overdue payments, or missed payments.
- d. CLIENT agrees IMAGETREND may charge to CLIENT a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. CLIENT also agrees IMAGETREND may charge to CLIENT all reasonable costs and expenses of collection, including attorneys' fees where, in IMAGETREND's discretion, payments are consistently deficient or late
- e. IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable.

Pricing escalation factors:

- 1. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees starting in 2017. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- 2. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- 3. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/10GB/month for Storage.

EXHIBIT C – IMAGETREND ELITE UPGRADE TRANSITION PROCESS

This document outlines the Elite Upgrade Transition Process for IMAGETREND and the CLIENT.

INCLUDED IMPLEMENTATION SERVICES

The scope of this migration is to provide a seamless multi-faceted experience for the CLIENT. The CLIENT will receive all necessary documentation to support both the migration process with respective timelines and educational materials. This project is dependent on active collaboration and clear communications between both CLIENT and IMAGETREND.

Implementation Services include:

- a) IMAGETREND will collaborate with the CLIENT to facilitate an effective implementation process including system usage, data migration, and training. A gap analysis will be conducted between CLIENT's existing NEMSIS v2.2.1 database and IMAGETREND's Elite development roadmap to best assess feasibility of migration, timeline expectations, risk management and fostering transparency of communication between IMAGETREND and the CLIENT.
- b) IMAGETREND will utilize a multi-faceted implementation process to best fit the needs of the CLIENT and availability of system functionality. This process will include one-on-one phone/virtual correspondences with implementation staff, live webinar trainings and supplemental educational curriculum such as training documents, quick guides and pre-recorded trainings.
- c) IMAGETREND will provide migration of select demographic and resource data from NEMSIS v2.2.1 to the NEMSIS v3 product platform.
- d) IMAGETREND will provide reporting capabilities for NEMSIS v2.2.1 and NEMSIS v3, including canned reports that will be available for NEMSIS v3
- e) Any existing Ad Hoc Reports will need to be recreated by the CLIENT for NEMSIS v3.
- f) Standard integrations which have annual support fees will be covered under the support agreement. IMAGETREND will work with the CLIENT to determine the schedule and timeline of each integration.
- g) Any additional training for the Elite upgrade can be contracted separately.

ADDITIONAL IMPLEMENTATION SERVICES TO BE PERFORMED BY CLIENT

IMAGETREND will provide migration of select demographic and resource data from NEMSIS v2.2.1 to the NEMSIS v3 product platform. The following list provides a sample of key set up items needed to be performed by the CLIENT:

- | | |
|-----------------------------------------------------|-------------------------------------------------|
| ▪ Run Form templates | ▪ Report Writer – Adhoc Reports |
| ▪ Data Element Manager | ▪ Active Protocols |
| ▪ Data Element mappings (i.e. billing integrations) | ▪ Auto-Narrative |
| ▪ Validation Rules | ▪ CMS Billing Calculation Rules |
| ▪ PDF Reports | ▪ Medications/Procedures By Certification Level |
| ▪ Power Tools | |

PROJECT COMPLETION

The Elite Upgrade Transition Process is considered complete once CLIENT is collecting live NEMSIS v3 data and IMAGETREND provides the Acceptance Form for CLIENT signature. Upon completion, the CLIENT will be transferred to IMAGETREND's Support Team for any additional needs and will receive communications of newly released functionalities as they are available.

EXHIBIT D – SERVICE LEVEL AGREEMENT

PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION

VERSION 4.0

This agreement exists for the purpose of creating an understanding between IMAGETREND and CLIENT who elect to host the application on IMAGETREND's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Licensed IMAGETREND Hosted Solution Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as contracted.

1. Hosting at the ImageTrend's Datacenter

IMAGETREND's hosting environment provides **99.9% availability** and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

Hardware

IMAGETREND server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
 - Microsoft SQL Server 2012
 - Microsoft Windows Server 2012
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Sonicwall VPN Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

Physical Facility

The IMAGETREND hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- Redundant, high-speed Internet connections over fiber optics.
- Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
- Temperature controlled
- Waterless Fire Protection and Clean agent fire suppression
- Secured site access
- Steel Vault Doors
- 21" concrete walls and ceiling

Data Integrity

IMAGETREND applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to IMAGETREND staff

2. Application and Hosting Support

IMAGETREND provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving IMAGETREND software. IMAGETREND has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

IMAGETREND offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to IMAGETREND.

IMAGETREND's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via the Support Suite, email or telephone.

Support Suite: www.imagetrend.com/support

Email: support@imagetrend.com

Toll Free: 1-888-730-3255

Phone: 952-469-1589

Online Support

IMAGETREND offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to IMAGETREND's application support specialists. Once a CLIENT submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should CLIENTS wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing IMAGETREND to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

Incident Reporting Malfunctions

IMAGETREND takes all efforts to correct malfunctions that are documented and reported by the CLIENT. IMAGETREND acknowledges receipt of a malfunction report from a CLIENT and acknowledges the disposition and possible resolution thereof according to the chart below.

Severity Level	Examples of each Severity Level:	Notification Acknowledgement: IMAGETREND Return Call to Licensee after initial notification of an Error	Action Expectation: Anticipated Error resolution notification after IMAGETREND Return Call to Licensee of Notification Acknowledgement of an error.
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon. 	Same day or next business day of initial notification	Future Release

Service Requests (enhancements)

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one CLIENT and deemed to be outside of the original scope of the product, then a change order is written and presented to the CLIENT. These requests are subject to our standard rates and mutual agreement. CLIENTS review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by IMAGETREND using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

Out of Scope

CLIENT may contract with IMAGETREND for Out of Scope services. This will require a separate Statement of Work and will be billed at IMAGETREND's standard hourly rate.

Maintenance and Upgrades

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the CLIENT's responsibility to accept all offered updates and upgrades to the system. If the CLIENT does not accept these, CLIENT should be advised that IMAGETREND, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any CLIENT specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by IMAGETREND's implementation staff or the CLIENT's administrative staff.

Escalation

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

EXHIBIT E - HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") dated _____, 201__ (the "Effective Date"), is entered into by and between Farmington Fire Rescue, a Minnesota corporation (the "Covered Entity") and ImageTrend, Inc. a Minnesota corporation (the "Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("E PHI"); and

WHEREAS, in order to protect the privacy and security of PHI, including E PHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or E PHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and E PHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.
2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily

producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts** to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards

and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. § 164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. § 164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. § 164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. § 164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. § 164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.
- b. **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under

one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

- c. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.
- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
- d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
- e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
- f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.**

- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Compliance Office

If to Business Associate:

ImageTrend, Inc.
Attn: Michael J. McBrady
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:

"FARMINGTON FIRE RESCUE"

By: _____

Name: _____

Title: _____

Dated: _____

BUSINESS ASSOCIATE:

"IMAGETREND"

By:  _____

Name: Michael J. McBrady

Title: President

Dated: 03/08/2017

EXHIBIT F – TAX EXEMPTION CERTIFICATION

CLIENT to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Jim Larsen, Fire Chief
SUBJECT: Adopt Resolution Declaring Surplus Property-Fire
DATE: May 1, 2017

INTRODUCTION

Farmington Fire Department staff seeks to declare surplus equipment in the department.

DISCUSSION

The fire department has two older model thermal imaging cameras that should be declared surplus. The 2004 and 2007 model year devices are outdated and pale in comparison to the new technology available today.

With the recent purchase of new thermal imaging cameras, our operations will not suffer if these are declared surplus.

BUDGET IMPACT

None

ACTION REQUESTED

Adopt a resolution declaring two thermal imaging cameras as surplus and authorize the city administrator or his designee to dispose of and/or donate to suitable entities.

ATTACHMENTS:

Type	Description
▣ Cover Memo	A Resolution Declaring Surplus Property of the FFD
▣ Cover Memo	TIC Surplus 050102017

RESOLUTION NO. R__-2017

A RESOLUTION Declaring Surplus Property in The Farmington Fire Department

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Farmington was held at the Farmington City Hall on the 1st day of May 2017 at 7:00 p.m.

Members Present:

Members Absent:

Member _____ introduced and Member _____ seconded the following:

WHEREAS, the Farmington Fire Department has recommended that miscellaneous items in various states of disrepair be declared surplus; and

WHEREAS, the City of Farmington seeks to follow recognized standards for the safety of firefighting personnel;

NOW THEREFORE BE IT RESOLVED that, after due consideration, the Mayor and City Council of the City of Farmington, Minnesota, hereby declares the attached list as surplus equipment and authorizes the City Administrator and/or his designee to dispose of and/or donate said equipment.

This resolution was adopted by recorded vote of the Farmington City Council in open session on the 1st day of May 2017.

Todd Larson, Mayor

Attested to on the 1st day of May 2017.

David McKnight, City Administrator

**Farmington Fire Department
May 1, 2017 Surplus Items**

<u>Quantity</u>	<u>Description</u>	<u>Reason Surplus</u>
One	MSA Evolution 5000 Thermal Imaging Camera & Vehicle Charger Serial Number A7-14340-K04	Old/November 2004
One	MSA Evolution 5000 Thermal Imaging Camera & Vehicle Charger Serial Number A7-4506-F07	Old/June 2007



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Robin Hanson, Finance Director
SUBJECT: Approve Bills-Finance
DATE: May 1, 2017

INTRODUCTION

Attached are the April 13 - 26, 2017 check payments for your consideration.

DISCUSSION

NA

BUDGET IMPACT

NA

ACTION REQUESTED

Approve the attached payments.

ATTACHMENTS:

Type	Description
□ Backup Material	04-13-17 - 04-26-17 Council Check Register

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

Council Check Summary

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4/13/2017 - 4/26/2017

Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
139481	4/14/2017		100011 ANDERSEN INC, EARL F												
		348.40	STREET SIGNS		155009	0113657-IN	1072	6254			SIGNS & STRIPPING MATERIALS	STREET MAINTENANCE	01000	08	
		348.40													
139484	4/14/2017		110262 BAAR, SONDR												
		14.34	BACKGROUND INV TRAINING MEAL		154952	20170405 - BAAR	1050	6470			TRAINING & SUBSISTANCE	POLICE ADMINISTRATION	01000	05	
		14.34													
139489	4/14/2017		115553 BUDROW, JOHN												
		51.82	FIRE SCHOOL MEALS - 4 DAYS		154869	20170303 - BUDROW	1060	6470			TRAINING & SUBSISTANCE	FIRE SERVICES	01000	06	
		51.82													
139492	4/14/2017		100025 CINTAS CORP LOC 754												
		27.40	WEEKLY UNIFORM CLEANING SERVIC		154829	754710339	1072	6290			UNIFORMS & CLOTHING	STREET MAINTENANCE	01000	08	
		30.95	WEEKLY UNIFORM CLEANING SERVIC		154829	754710339	1090	6290			UNIFORMS & CLOTHING	PARK MAINTENANCE	01000	09	
		58.35													
139496	4/14/2017		109182 DAKOTA COMMUNICATIONS CENTER												
		18,533.33	MAY 2017 DCC FEES		154885	FA2017-05	1051	6560			CONTRACTUAL SERVICES	PATROL SERVICES	01000	05	
		9,266.67	MAY 2017 DCC FEES		154885	FA2017-05	1060	6560			CONTRACTUAL SERVICES	FIRE SERVICES	01000	06	
		27,800.00													
139497	4/14/2017		100041 DAKOTA COUNTY PROPERTY TAXATION												
		3,699.12	ANNUAL VOTING EQUIP MAINT		154914	03012017FMTN	1013	6220			EQUIP SUPPLIES & PARTS	ELECTIONS	01000	01	
		3,699.12													
139498	4/14/2017		109892 DAKOTA FIRE CONTROL INC												
		328.18	ANNUAL FIRE EXT INSPECT&REPAIR		154908	17029	1015	6401			PROFESSIONAL SERVICES	CITY HALL	01000	01	
		328.18	ANNUAL FIRE EXT INSPECT&REPAIR		154908	17029	1050	6401			PROFESSIONAL SERVICES	POLICE ADMINISTRATION	01000	05	
		328.18	ANNUAL FIRE EXT INSPECT&REPAIR		154908	17029	1060	6401			PROFESSIONAL SERVICES	FIRE SERVICES	01000	06	
		32.82	ANNUAL FIRE EXT INSPECT&REPAIR		154908	17029	1070	6401			PROFESSIONAL SERVICES	ENGINEERING SERVICES	01000	07	
		32.82	ANNUAL FIRE EXT INSPECT&REPAIR		154908	17029	1090	6401			PROFESSIONAL SERVICES	PARK MAINTENANCE	01000	09	
		328.18	ANNUAL FIRE EXT INSPECT&REPAIR		154908	17029	1093	6401			PROFESSIONAL SERVICES	SENIOR CITIZEN SERVICES	01000	09	
		1,378.36													
139503	4/14/2017		100022 FARMINGTON PRINTING INC												
		48.00	PARK & REC COLORED PAPER		154902	11296	1095	6210			OFFICE SUPPLIES	RECREATION PROGRAM SERVICE	01000	09	
		48.00													
139511	4/14/2017		113579 KIENBERGER, ADAM												
		45.00	CELL PHONE, MILEAGE & LUNCH		154873	20170130 - KIENBERGER	1030	6412			CELLULAR PHONES	PLANNING & ZONING	01000	03	
		45.00	CELL PHONE, MILEAGE & LUNCH		154874	20170221 - KIENBERGER	1030	6412			CELLULAR PHONES	PLANNING & ZONING	01000	03	
		45.00	CELL PHONE, MILEAGE & LUNCH		154875	20170328 - KIENBERGER	1030	6412			CELLULAR PHONES	PLANNING & ZONING	01000	03	

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139536	4/14/2017		100100 STREICHER'S													
		2,240.00	POLICE DEPT GUN CLEANER		154886	I1249225	1051	6250			OTHER SUPPLIES & PARTS	PATROL SERVICES		01000	05	
		2,240.00														
139537	4/14/2017		102247 SUNDGREN, MARK													
		15.00	BACKGROUND INV TRAINING MEAL		154953	20170405 - SUNDGREN	1052	6470			TRAINING & SUBSISTANCE	INVESTIGATION SERVICES		01000	05	
		15.00														
139538	4/14/2017		115567 THOMAS, MATTHEW													
		38.62	MILEAGE TO LOGIS - UB MEETING		154950	20170411 - THOMAS	1021	6485			MILEAGE REIMBURSEMENT	GENERAL ACCOUNTING		01000	02	
		38.62														
139541	4/14/2017		109522 TRI-STATE BOBCAT INC													
		375.01	TOOLCAT PARTS		155010	P71006	1090	6230			VEHICLE SUPPLIES & PARTS	PARK MAINTENANCE		01000	09	
		375.01														
139544	4/14/2017		115011 WOOTON, GINA													
		65.81	MILEAGE IGH & LASERFISCHE MTGS		154954	20170405 - WOOTON	1050	6485			MILEAGE REIMBURSEMENT	POLICE ADMINISTRATION		01000	05	
		65.81														
139545	4/14/2017		113989 WRIGHT, BRITTANY													
		59.39	MILEAGE TO LOGIS & LASERFISCHE		154871	20170403 - WRIGHT	1021	6485			MILEAGE REIMBURSEMENT	GENERAL ACCOUNTING		01000	02	
		59.39														
139546	4/21/2017		100028 ANCOM COMMUNICATIONS INC													
		3,830.00	FD RADIO EQUIPMENT		155020	68096	1060	6220			EQUIP SUPPLIES & PARTS	FIRE SERVICES		01000	06	
		3,830.00														
139549	4/21/2017		113466 BARRIS, JODIE MARIE													
		40.00	RCC MAR'17 TAP CLASSES		155022	20170330 TAP	1093	6401			PROFESSIONAL SERVICES	SENIOR CITIZEN SERVICES		01000	09	
		72.00	RRC ZUMBA CLASS MAR'17		155023	20170330 ZUMBA	1093	6401			PROFESSIONAL SERVICES	SENIOR CITIZEN SERVICES		01000	09	
		112.00														
139554	4/21/2017		110991 BURNSVILLE SENIOR CENTER													
		16.90	RRC - CHOCOLATE & HEARTS EVENT		155090	032017	1093	6570			PROGRAMMING EXPENSE	SENIOR CITIZEN SERVICES		01000	09	
		16.90														
139555	4/21/2017		115573 CANNON FIRE & SAFETY													
		29.25	CANCEL PERMITS 40175 & 40745		155091	VOID PERMITS	1000	2020			CONTRACTS PAYABLE	GENERAL FUND BALANCE SHEET	1000			
		1.00	CANCEL PERMITS 40175 & 40745		155091	VOID PERMITS	1000	2420			BUILDING PERMIT SURCHARGE	GENERAL FUND BALANCE SHEET	1000			
		64.34	CANCEL PERMITS 40175 & 40745		155091	VOID PERMITS	1001	4370			OTHER PERMITS	GENERAL FUND REVENUES	01000	01		
		19.75	CANCEL PERMITS 40175 & 40745		155091	VOID PERMITS	1001	4327			ELECTRIC PERMITS	GENERAL FUND REVENUES	01000	01		
		114.34														
139560	4/21/2017		100241 DELEGARD TOOL CO													
		38.79	WORK GLOVES		155017	167511	1090	6230			VEHICLE SUPPLIES & PARTS	PARK MAINTENANCE		01000	09	
		38.79														

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139562	4/21/2017		109931 FACTORY MOTOR PARTS CO												
		208.30	BATTERIES FOR 531 AND 541		155015	1-Z10480	1051	6230			VEHICLE SUPPLIES & PARTS	PATROL SERVICES	01000	05	
		208.30													
139563	4/21/2017		100022 FARMINGTON PRINTING INC												
		76.06	LIQ STORE - 20# WHITE PAPER		155014	11307-1	1010	6210			OFFICE SUPPLIES	ADMINISTRATION	01000	01	
		76.06													
139569	4/21/2017		109232 HELM ELECTRIC INC												
		200.00	DISCONNECT/ RECONNECT DESK		155082	12417B	1050	6515			BUILDING REPAIR SERVICE	POLICE ADMINISTRATION	01000	05	
		200.00													
139571	4/21/2017		111773 INNOVATIVE OFFICE SOLUTIONS, LLC												
		79.61	OFFICE SUPPLIES		155025	IN1559995	1010	6210			OFFICE SUPPLIES	ADMINISTRATION	01000	01	
		225.15	ENTER EXPLANATION -CLEANING SUPPLIES		155019	IN1559259	1015	6240			BUILDING SUPPLIES & PARTS	CITY HALL	01000	01	
		107.21	CLEANING SUPPLIES		155019	IN1559259	1050	6250			OTHER SUPPLIES & PARTS	POLICE ADMINISTRATION	01000	05	
		268.03	CLEANING SUPPLIES		155019	IN1559259	1060	6240			BUILDING SUPPLIES & PARTS	FIRE SERVICES	01000	06	
		37.52	CLEANING SUPPLIES		155019	IN1559259	1072	6240			BUILDING SUPPLIES & PARTS	STREET MAINTENANCE	01000	08	
		117.93	CLEANING SUPPLIES		155019	IN1559259	1090	6240			BUILDING SUPPLIES & PARTS	PARK MAINTENANCE	01000	09	
		53.61	CLEANING SUPPLIES		155019	IN1559259	1093	6240			BUILDING SUPPLIES & PARTS	SENIOR CITIZEN SERVICES	01000	09	
		889.06													
139574	4/21/2017		108261 LAMETTRY'S COLLISION LAKEVILLE												
		116.00	DAMAGE REPAIR FROM 17000316		155021	523113	1051	6401			PROFESSIONAL SERVICES	PATROL SERVICES	01000	05	
		116.00													
139584	4/21/2017		110206 MINNESOTA ZOO MOBILE												
		500.00	EARTH ARBOR CELEBRATION - ZOO		155093	6574	1095	6401			PROFESSIONAL SERVICES	RECREATION PROGRAM SERVICE	01000	09	
		325.00	4/28 ARBOR DAY ZOO ANIMALS		155105	6572	1095	6401			PROFESSIONAL SERVICES	RECREATION PROGRAM SERVICE	01000	09	
		825.00													
139586	4/21/2017		115503 MN.IT SERVICES												
		23.20	PD LANGUAGE LINE 16-3844		155088	W17020688	1051	6401			PROFESSIONAL SERVICES	PATROL SERVICES	01000	05	
		23.20													
139588	4/21/2017		115494 MOSHREFZADEH, MANDANA												
		250.00	RRC BALLOON ARTIST BALANCE DUE		155092	042517	1093	6401			PROFESSIONAL SERVICES	SENIOR CITIZEN SERVICES	01000	09	
		250.00													
139589	4/21/2017		112030 NAPA AUTO PARTS FARMINGTON												
		10.34	MOTOR SEAL FOR ROLLER		155096	168447	1072	6230			VEHICLE SUPPLIES & PARTS	STREET MAINTENANCE	01000	08	
		10.34													
139591	4/21/2017		102644 NORTHERN SAFETY TECHNOLOGY												
		1,806.00	FD ENGINE 1 LIGHT UPGRADE 4781		155013	43439	1060	6230			VEHICLE SUPPLIES & PARTS	FIRE SERVICES	01000	06	
		1,806.00													

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139596	4/21/2017		111359 PHRANER, DEBBIE												
		190.00	FEB'17 YOGA CLASS INSTRUCTOR		155087	211	1093	6401			PROFESSIONAL SERVICES	SENIOR CITIZEN SERVICES	01000	09	
		190.00													
139597	4/21/2017		115572 PLAYWORLD SYSTEMS, INC												
		5,623.67	NORTHCREEK PLAYGROUND REPAIR		155095	AR214313	1090	6220			EQUIP SUPPLIES & PARTS	PARK MAINTENANCE	01000	09	
		5,623.67													
139600	4/21/2017		115549 REFERRED PAINTING, INC.												
		3,272.00	PD PAINTING IN OFFICE/LOBBY		155055	360	1050	6515			BUILDING REPAIR SERVICE	POLICE ADMINISTRATION	01000	05	
		3,272.00													
139601	4/21/2017		112561 RICOH USA, INC												
		187.39	COPIER LEASES MAY'17		155039	98595718	1010	6555			RENTAL OF EQUIPMENT	ADMINISTRATION	01000	01	
		187.39													
139602	4/21/2017		115041 SAND, HEATHER LEE												
		50.00	AMP PROGRAM SPEAKER		155084	100	1093	6401			PROFESSIONAL SERVICES	SENIOR CITIZEN SERVICES	01000	09	
		50.00													
139604	4/21/2017		105724 SOUTH CENTRAL TECH COLLEGE												
		600.00	FD FIRE SCHOOL TRAINING FEES		155089	88465	1060	6470			TRAINING & SUBSISTANCE	FIRE SERVICES	01000	06	
		600.00													
139605	4/21/2017		108220 SOUTH METRO RENTAL INC												
		822.97	FD NEW CONCRETE SAW		155024	78428	1060	6950			MACHINERY & EQUIPMENT	FIRE SERVICES	01000	06	
		50.00	DIAMOND ASPHALT BLADE		155064	78452	1072	6250			OTHER SUPPLIES & PARTS	STREET MAINTENANCE	01000	08	
		872.97													
139607	4/21/2017		115544 SPEAKER WHO SINGS, THE												
		150.00	AMP MOTIVATIONAL SPEAKER		154877	20170329	1093	6401			PROFESSIONAL SERVICES	SENIOR CITIZEN SERVICES	01000	09	
		150.00													
139608	4/21/2017		100235 STERLING CODIFIERS INC												
		193.00	CITY CODE UPDATE		155097	19238	1010	6401			PROFESSIONAL SERVICES	ADMINISTRATION	01000	01	
		193.00													

01000	GENERAL FUND	57,591.59
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139511	4/14/2017		113579 KIENBERGER, ADAM												
		26.79	CELL PHONE, MILEAGE & LUNCH		154873	20170130 - KIENBERGER	2000	6470			TRAINING & SUBSISTANCE	HRA/ECONOMIC DEVELOPMENT	02000	03	
		39.16	CELL PHONE, MILEAGE & LUNCH		154873	20170130 - KIENBERGER	2000	6485			MILEAGE REIMBURSEMENT	HRA/ECONOMIC DEVELOPMENT	02000	03	
		300.00	CELL PHONE, MILEAGE & LUNCH		154874	20170221 - KIENBERGER	2000	6470			TRAINING & SUBSISTANCE	HRA/ECONOMIC DEVELOPMENT	02000	03	
		69.62	CELL PHONE, MILEAGE & LUNCH		154874	20170221 -	2000	6485			MILEAGE REIMBURSEMENT	HRA/ECONOMIC DEVELOPMENT	02000	03	

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139526	4/14/2017	100093	PELLICCI HARDWARE & RENTAL						
		79.46	PAINTING SUPPLIES	154827	K07408	2502	6250	OTHER SUPPLIES & PARTS	ICE ARENA OPERATIONS EXPE 02500 09
		79.46							

139571	4/21/2017		111773 INNOVATIVE OFFICE SOLUTIONS, LLC						
		<u>241.23</u>	CLEANING SUPPLIES	155019	IN1559259	2502	6240	BUILDING SUPPLIES & PARTS	ICE ARENA OPERATIONS EXPE 02500 09
		241.23							

139593	4/21/2017	115566	OLSON, SUEZETTE						
		42.00	PUNCH CARD REFUND	155066	PUNCH CARD REFUND	2501	4820	OPEN SKATE	ICE ARENA REVENUE
		42.00							02500 09

139599	4/21/2017	100125 R&R SPECIALTIES OF WISCONSIN INC						
	<u>56.00</u>	ZAMBONI BLADE SHARPENING	155018	0062108-IN	2502	6401	PROFESSIONAL SERVICES	ICE ARENA OPERATIONS EXPE 02500 09
	56.00							

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04000	CAPITAL ACQUISITION	14,814.06
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139489	4/14/2017		115553 BUDROW, JOHN												
		26.45	FIRE SCHOOL MEALS - 4 DAYS		154869	20170303 - BUDROW	4302	6470			TRAINING & SUBSISTANCE	FIRE RELIEF	04300	06	
		26.45													
04300	FIRE CAPITAL PROJECTS			26.45											
139592	4/21/2017		109335 NOVAK, TED												
		125.00	PUZZLE TABLE COFFEE GUYS		155085	041017	4502	6401			PROFESSIONAL SERVICES	RRC CAPITAL IMPROVEMENT F	04500	09	
		125.00													
04500	RECREATION CAPITAL PROJECTS			125.00											
139536	4/14/2017		100100 STREICHER'S												
		21,403.00	POLICE DEPT - 17 RIFLES		154938	11256855	5602	6950	50		MACHINERY & EQUIPMENT-POLICE	GEN CAPITAL EQUIP FUND EX	05600		
		21,403.00													
05600	GENERAL CAPITAL EQUIPMENT FUND			21,403.00											
139483	4/14/2017		113303 ARTISAN BEER COMPANY												
		397.50	BEER ORDER		154841	3168624	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		397.50													
139485	4/14/2017		100493 BELLBOY CORPORATION												
		118.05	LIQ, SPIRITS ORDER		154833	58307900	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		101.10	LIQ SUPPLIES & MIXES		154955	95605200	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		336.15	LIQ, SPIRITS ORDER		154973	58308000	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		234.11	LIQ SUPPLIES & MIXES		154974	95605300	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		13.00	LIQ SUPPLIES & MIXES		154974	95605300	6115	6250			OTHER SUPPLIES & PARTS	PILOT KNOB LIQUOR	06100	02	
		802.41													
139486	4/14/2017		111280 BERNICK'S WINE												
		14.00	KLAR SOUR		154842	351641	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		161.35	BEER ORDER		154843	351642	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		40.00	MP ORANGE		154976	352747	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		215.35													
139487	4/14/2017		114472 BREAKTHRU BEVERAGE MN BEER, LLC												
		3,680.70	BEER ORDER		154834	1090692715	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		9,261.43	BEER ORDER		154977	1090692716	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		12,942.13													
139488	4/14/2017		114471 BREAKTHRU BEVERAGE MN WINE & SPIRITS												
		1,357.69	LIQ, SPIRITS ORDER		154835	1080616917	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	

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		41.45	WINE ORDER		154836	1080616918	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		2,822.43	LIQ, SPIRITS ORDER		154956	1080619075	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		2,332.70	WINE ORDER		154978	1080616920	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		1,306.71	LIQ, SPIRITS ORDER		154979	1080616919	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		7,860.98													
139490	4/14/2017		108360 CANNON RIVER WINERY												
		120.00	WINE ORDER		154980	2988	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		120.00													
139493	4/14/2017		100071 COLLEGE CITY BEVERAGE INC												
		118.45	BEER ORDER CREDIT		154837	100-258 CR	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		11,084.35	BEER ORDER		154838	100-257	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		29.53	BEER ORDER CREDIT		154981	100-256 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		14,368.80	BEER ORDER		154982	100-255	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		25,305.17													
139505	4/14/2017		100074 HOHENSTEINS INC												
		513.80	BEER ORDER		154844	886299	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		643.10	BEER ORDER		154957	887516	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		383.00	BEER ORDER		154984	887517	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		1,539.90													
139508	4/14/2017		113417 INDEED BREWING COMPANY												
		176.20	BEER ORDER		154845	49555	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		176.20													
139509	4/14/2017		109846 J J TAYLOR DISTRIBUTING CO OF MN INC												
		3,672.08	BEER ORDER		154846	2668631	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		3,734.97	BEER ORDER		154958	2668667	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		4,987.45	BEER ORDER		154985	2668666	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		103.00	REDD'S WICKED BLOOD ORANGE		154986	2668669	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		172.75	BEER ORDER		154987	2668665	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		12,670.25													
139510	4/14/2017		100033 JOHNSON BROTHERS LIQUOR CO												
		52.51	SVEDKA VODKA MANGO PINEAPPLE		154847	5687545	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		3,227.49	WINE ORDER		154848	5687544	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		121.51	NEW AMSTERDAM VDKA		154849	5687543	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		318.78	SVEDKA VODKA ORDER		154850	5690669	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		325.89	WINE ORDER		154851	5690670	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		1,810.37	LIQ, SPIRITS ORDER		154852	5690671	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		601.01	WINE ORDER		154853	5690672	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		21.99	B&J EXOTIC BERRY		154854	5690673	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		3,198.20	LIQ, SPIRITS ORDER		154855	5690674	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	

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		586.20	WINE ORDER		154856	5690675	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		3,726.44	LIQ, SPIRITS ORDER		154857	5690676	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		51.20	KINKY COCKTAILS PINK & BLUE		154858	5690677	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		77.02	CUERVO MIX MARG LIME		154859	5690678	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		123.51	SVEDKA VODKA RASPBERRY		154959	5696022	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		98.01	BLACK BOX CABERNET ORDER		154960	5696023	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		1,126.18	LIQ, SPIRITS ORDER		154961	5696024	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		593.81	LIQ, SPIRITS ORDER		154962	5696025	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		38.51	CUERVO MIX MARG LIME		154963	5696026	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		162.33	WINE ORDER		154964	5696027	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		93.76	NEW AMSTERDAM GIN ORDER		154965	5696028	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		297.57	WINE ORDER		154966	5696029	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		21.99	B&J MARGARITA		154967	5696030	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		.25-	WOODBIDGE CHARDONNAY CREDIT		154988	594789 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		54.11-	FRANZIA DARK RED CREDIT		154989	619839 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		86.50-	LIQ & WINE CREDIT		154990	619657 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		101.50-	E&J BRANDY CREDIT		154991	621184 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		37.51	COCO REAL ORDER		154992	5695930	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		21.99	B&J MARGARITA		154993	5695929	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		363.66	WINE ORDER		154994	5695928	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		113.43	E&J BRANDY ORDER		154995	5695927	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		268.10	WINE ORDER		154996	5695926	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		37.86	BLOODY MARY MIX		154997	5695925	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		1,410.82	LIQ, SPIRITS ORDER		154998	5695924	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		1,409.13	LIQ, SPIRITS ORDER		154999	5695923	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		1,164.35	WINE ORDER		155000	5695922	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		123.51	SVEDKA VODKA MANGO PINEAPPLE		155001	5695921	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		21,382.28													
139520	4/14/2017		110248 MINNESOTA MUNICIPAL BEVERAGE ASSN												
		100.00	2017 BEVERAGE/ALCOHOL TRAINING		154890	2017-31	6110	6470			TRAINING & SUBSISTANCE	DOWNTOWN LIQUOR REV & EXP	06100	02	
		100.00	2017 BEVERAGE/ALCOHOL TRAINING		154890	2017-31	6115	6470			TRAINING & SUBSISTANCE	PILOT KNOB LIQUOR	06100	02	
		200.00													
139525	4/14/2017		100290 PAUSTIS & SONS WINE COMPANY												
		258.50	WINE ORDER		154860	8585385-IN	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		258.50													
139527	4/14/2017		100032 PEPSI COLA COMPANY												
		128.70	POP ORDER		154861	25872559	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		10.06-	POP CREDIT		154862	25872560 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		118.64													
139528	4/14/2017		113089 PETERSON, BLAIR												

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		29.96	MILEAGE TO/FROM LIQ STORES		154870	20170331 - PETERSON	6110	6485			MILEAGE REIMBURSEMENT	DOWNTOWN LIQUOR REV & EXP	06100	02	
		29.96	MILEAGE TO/FROM LIQ STORES		154870	20170331 - PETERSON	6115	6485			MILEAGE REIMBURSEMENT	PILOT KNOB LIQUOR	06100	02	
		59.92													
139529	4/14/2017		100034 PHILLIPS WINE AND SPIRITS INC												
		546.12	WINE ORDER		154839	2145951	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		1,116.30	WINE ORDER		154863	2142077	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		696.69	LIQ, SPIRITS ORDER		154864	2144183	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		442.85	WINE ORDER		154865	2144184	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		674.92	LIQ, SPIRITS ORDER		154968	2147787	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		190.54	WINE ORDER		154969	2147788	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		226.84	WINE ORDER		155002	2147786	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		2,360.57	LIQ, SPIRITS ORDER		155003	2147785	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		6,254.83													
139535	4/14/2017		112051 SOUTHERN GLAZER'S OF MN												
		446.40	WINE ORDER		154866	1525241	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		2,532.90	LIQ, SPIRITS ORDER		154867	1526631	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		3,743.32	WINE & LIQ ORDER		154971	1529291	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		2,499.68	LIQ, SPIRITS ORDER		155005	1529296	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		9,222.30													
139540	4/14/2017		109709 TRIHUS, DAVID M												
		28.25	MILEAGE TO/FROM LIQ STORES		154872	20170331 - TRIHUS	6110	6485			MILEAGE REIMBURSEMENT	DOWNTOWN LIQUOR REV & EXP	06100	02	
		28.25	MILEAGE TO/FROM LIQ STORES		154872	20170331 - TRIHUS	6115	6485			MILEAGE REIMBURSEMENT	PILOT KNOB LIQUOR	06100	02	
		56.50													
139542	4/14/2017		108808 VINOCOPIA												
		261.00	WINE ORDER		154840	0177264-IN	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		296.38	BEER ORDER		155006	0177267-IN	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		557.38													
139543	4/14/2017		100334 WINE MERCHANTS												
		1,425.10	WINE ORDER		154868	7126113	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		109.51	ANGELINE CA PINOT NOIR WINE		154972	7127638	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		241.51	WINE ORDER CREDIT		155007	713124 CR	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		1,293.10													
139547	4/21/2017		113303 ARTISAN BEER COMPANY												
		41.25	BEER ORDER		155067	3170312	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS			

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139550	4/21/2017		115569 BOURGET IMPORTS, LLC												
		650.50	WINE ORDER		155069	140903	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		650.50													
139551	4/21/2017		114472 BREAKTHRU BEVERAGE MN BEER, LLC												
		9,860.30	BEER ORDER		155070	1090695642	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		3,606.05	BEER ORDER		155080	1090695643	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		13,466.35													
139552	4/21/2017		114471 BREAKTHRU BEVERAGE MN WINE & SPIRITS												
		1,372.30	WINE ORDER		155078	1080619079	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		865.75	LIQ, SPIRITS ORDER		155079	1080619078	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		2,238.05													
139559	4/21/2017		100071 COLLEGE CITY BEVERAGE INC												
		46.80	BEER ORDER		155071	100-295 CR	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		5,194.30	BEER ORDER		155072	100-294	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		5,147.50													
139566	4/21/2017		100027 GREAT LAKES COCA-COLA DISTRIBUTION, LLC												
		334.82	POP ORDER		154983	3616202490	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		334.82													
139570	4/21/2017		100074 HOHENSTEINS INC												
		176.00	HAMMS BEER ORDER		155106	888884	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		176.00													
139572	4/21/2017		109846 J J TAYLOR DISTRIBUTING CO OF MN INC												
		103.00	REDD'S WICKED BLOOD ORANGE		155073	2668668	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		7,994.90	BEER ORDER		155107	2668718	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		8,097.90													
139573	4/21/2017		100033 JOHNSON BROTHERS LIQUOR CO												
		115.50	E&J VANILLA BRANDY		155074	5697129	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		.26	WINE ORDER		155108	5701304	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		751.04	WINE ORDER		155109	5701521	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		24.60	KINKY COCKTAILS BLUE		155110	5701522	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		279.02	LIQ, SPIRITS ORDER		155111	5701523	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		459.84	WINE ORDER		155112	5701524	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		2,150.84	LIQ, SPIRITS ORDER		155113	5701525	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		684.42	WINE ORDER		155114	5701526	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		21.99	B&J FUZZY NAVEL		155115	5701527	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		37.51	MASTER MIXES STRAW DAQ & MARG		155116	5701528	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		4,525.02													
139577	4/21/2017		107747 M. AMUNDSON LLP												

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

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		946.40	CIGARETTE & POP ORDER		155075	235739	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		946.40													
139587	4/21/2017		110219 MORGAN CREEK VINEYARDS												
		100.44	NOVA		155117	4365	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		100.44													
139594	4/21/2017		100290 PAUSTIS & SONS WINE COMPANY												
		121.25	WINE ORDER		155076	8586203-IN	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		121.25													
139595	4/21/2017		100034 PHILLIPS WINE AND SPIRITS INC												
		702.37	LIQ, SPIRITS ORDER		155118	2151563	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		224.53	WINE ORDER		155119	2151564	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		926.90													
139603	4/21/2017		107018 SHAMROCK GROUP												
		47.60	ICE CUBES		154505	2101127	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		46.80	ICE CUBES		154679	2101126	6100	1405	15		INVENTORY- PILOT KNOB	LIQUOR OPERATIONS	06100	02	
		43.20	ICE CUBE CREDIT		154970	2050551 CR	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		51.20													
139606	4/21/2017		112051 SOUTHERN GLAZER'S OF MN												
		4,012.82	LIQ, SPIRITS ORDER		155120	1532031	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		1.28	LIQ, SPIRITS ORDER		155121	1532030	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		4,014.10													
139612	4/21/2017		100334 WINE MERCHANTS												
		121.51	STEELHEAD CHARDONNAY		155122	7128601	6100	1405	10		INVENTORY- DOWNTOWN	LIQUOR OPERATIONS	06100	02	
		121.51													
06100	LIQUOR OPERATIONS														
						143,315.53									
139492	4/14/2017		100025 CINTAS CORP LOC 754												
		21.91	WEEKLY UNIFORM CLEANING SERVIC		154829	754710339	6202	6290			UNIFORMS & CLOTHING	SEWER OPERATIONS EXPENSE	06200	08	
		21.91													
139495	4/14/2017		113299 CUES												
		119.93	SHIPPING TRANSPORTER		154916	478465	6202	6401			PROFESSIONAL SERVICES	SEWER OPERATIONS EXPENSE	06200	08	
		119.93													
139498	4/14/2017		109892 DAKOTA FIRE CONTROL INC												
		82.04	ANNUAL FIRE EXT INSPECT&REPAIR		154908	17029	6202	6401			PROFESSIONAL SERVICES	SEWER OPERATIONS EXPENSE	06200	08	
		82.04													
139499	4/14/2017		100241 DELEGARD TOOL CO												
		77.44	TORQUE WRENCH		154922	166614	6202	6250			OTHER SUPPLIES & PARTS	SEWER OPERATIONS EXPENSE	06200	08	

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		77.44													
139501	4/14/2017		115550 ELIANNA PROPERTIES, LLC												
		123.79	REF UTIL CR @18330 EVERTON CT		154935	18330 EVERTON CT	6200	1310	3		REFUND CIS	SEWER OPERATIONS	06200	08	
		123.79													
139502	4/14/2017		115221 ESQUIRE TITLE SERVICE LLC												
		197.59	REF UTIL CR @18412 EVEREST CIR		154933	18412 EVEREST CIR	6200	1310	3		REFUND CIS	SEWER OPERATIONS	06200	08	
		197.59													
139506	4/14/2017		110520 HOME TITLE, INC												
		118.80	REF UTIL CR@1301 WALNUT ST		154932	1301 WALNUT STREET	6200	1310	3		REFUND CIS	SEWER OPERATIONS	06200	08	
		118.80													
139507	4/14/2017		112416 IMPACT MAILING OF MN INC												
		250.94	MAR'17 UB BILLS		154888	122914	6202	6445			POSTAGE	SEWER OPERATIONS EXPENSE	06200	08	
		69.33	MAR'17 UB BILLS		154888	122914	6202	6401			PROFESSIONAL SERVICES	SEWER OPERATIONS EXPENSE	06200	08	
		320.27													
139515	4/14/2017		100063 MACQUEEN EQUIPMENT, INC												
		207.93	BODY WASH OUT NOZZLE		154400	P04516	6202	6230			VEHICLE SUPPLIES & PARTS	SEWER OPERATIONS EXPENSE	06200	08	
		849.38-	JETTER PARTS CREDIT		154462	P04931	6202	6230			VEHICLE SUPPLIES & PARTS	SEWER OPERATIONS EXPENSE	06200	08	
		641.45-													
139518	4/14/2017		115551 MICKELSON, MATTHEW J												
		241.23	REF UTIL CR @19675 MEADOWLARK		154936	19675 MEADOWLARK	6200	1310	3		REFUND CIS	SEWER OPERATIONS	06200	08	
			WAY												
		241.23													
139524	4/14/2017		101254 ORKIN EXTERMINATING												
		.02	PEST CONTROL JAN'17		154944	152126842/28367911	6202	6401			PROFESSIONAL SERVICES	SEWER OPERATIONS EXPENSE	06200	08	
		.02													
139539	4/14/2017		110480 TITLE ONE, INC												
		88.05	REF UTIL CR @18273 DUNBURY AVE		154934	18273 DUNBURY AVE	6200	1310	3		REFUND CIS	SEWER OPERATIONS	06200	08	
		88.05													
139548	4/21/2017		113809 BANKERS TITLE												
		312.12	REF UTIL CR @ 608 10TH ST		155035	608 10TH ST	6200	1310	3		REFUND CIS	SEWER OPERATIONS	06200	08	
		312.12													
139553	4/21/2017		110218 BURNET TITLE												
		99.26	REF UTIL CR @ 1328 WILLOW TRL		155036	1328 WILLOW TRL	6200	1310	3		REFUND CIS	SEWER OPERATIONS	06200	08	
		279.74	REF UTIL CR @ 18070 ECHO DR		155099	18070 ECHO DR	6200	1310	3		REFUND CIS	SEWER OPERATIONS	06200	08	
		379.00													
139557	4/21/2017		115554 CLEAR TO CLOSE TITLE												
		375.63	REF UTIL CR @ 909 LARCH ST		155032	909 LARCH ST	6200	1310	3		REFUND CIS	SEWER OPERATIONS	06200	08	

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06400	STORM WATER UTILITY	1,944.83
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City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Randy Distad, Parks and Recreation Director
SUBJECT: Approve Agreement Hill Dee Park and Jim Bell Park and Preserve Basketball Court Improvement Project
DATE: May 1, 2017

INTRODUCTION

Previously the city council has approved basketball court improvement projects for Meadowview Park and Tamarack Park resulting in improvement of the court surfaces.

In 2017 the Hill Dee Park and Jim Bell Park and Preserve basketball court surfaces have been identified to receive improvements. The current basketball court surfaces in both parks contain cracks, birdbaths and are beginning to deteriorate. The Hill Dee Park basketball court is an asphalt surface and was constructed in 2005. The Jim Bell Park and Preserve basketball court is an asphalt surface and was constructed in 2006. Neither court surface has received any repairs or resurfacing work since it was constructed. By completing the repair and resurfacing work, the life of the existing pavement surface will be extended.

DISCUSSION

Staff mailed a 2017 Hill Dee Park and Jim Bell Park and Preserve Basketball Court Improvement Project Request for Quotes to four contractors who have experience in repairing and resurfacing an asphalt basketball court. Exhibit A shows the tabulation of the two quotes received. Court Surfaces and Repair, Inc. submitted the low quote for the project in the amount of \$9,675.00.

Photos of the existing condition of both basketball courts are shown in Exhibit B. There are several court areas that have settled resulting in depressions, also known as birdbaths, that allow these areas to hold water after it rains. There a number of locations where the pavement's aggregate material is significantly exposed. The aggregate material is beginning to loosen and separate. Finally surface cracks are starting to occur, which if not repaired could lead to the cracks widening further allowing additional water to flow into the cracks and freezing. Further delay in the surface repair will cause the basketball courts to continue to deteriorate to the point where the entire pavement will need to be replaced.

Exhibit C is a report showing a 20 year maintenance plan for outdoor asphalt basketball courts that have been constructed in city parks. It includes information about the year the original court was constructed, the size of the court, the year it first received surface maintenance work and the cost of the maintenance work and the projected year of when the next maintenance is scheduled to be completed. It is important to have this plan in place, so the ongoing maintenance of outdoor asphalt basketball courts continues to occur.

Maps have been included showing the locations of Hill Dee Park and Jim Bell Park and Preserve where the basketball court improvement projects will occur.

Included as an attachment is the agreement form the city council is being asked to approve with Court Surfaces and Repair, Inc. to repair and resurface the basketball court in both Hill Dee Park and Jim Bell Park and

Preserve.

One of the city council's priorities is to provide core government services at a high quality level. Approving the agreement form with Court Surfaces and Repair, Inc. to repair these two existing basketball courts allows the city to provide a park system at a high quality level.

BUDGET IMPACT

Funds are available in 2017 Park Maintenance budget to cover the cost of repairing and resurfacing the basketball court in Jim Bell Park and Preserve and Hill Dee Park. The low quote submitted is at a lower per court cost than last year's cost to improve the asphalt basketball court in Tamarack Park.

ACTION REQUESTED

Staff is requesting city council approval of the attached agreement with Court Surfaces and Repair, Inc. for the repair and resurfacing of the Hill Dee Park and Jim Bell Park and Preserve basketball courts so the work can be completed in 2017.

ATTACHMENTS:

Type	Description
▣ Exhibit	Exhibit A Quote Tabulations
▣ Exhibit	Exhibit B Photos Current Basketball Court Conditions
▣ Exhibit	Exhibit C 20 Year Outdoor Asphalt BB Court Maintenance Plan
▣ Contract	Agreement Form
▣ Exhibit	Hill Dee Park location map
▣ Exhibit	Jim Bell Park and Preserve location map

EXHIBIT A

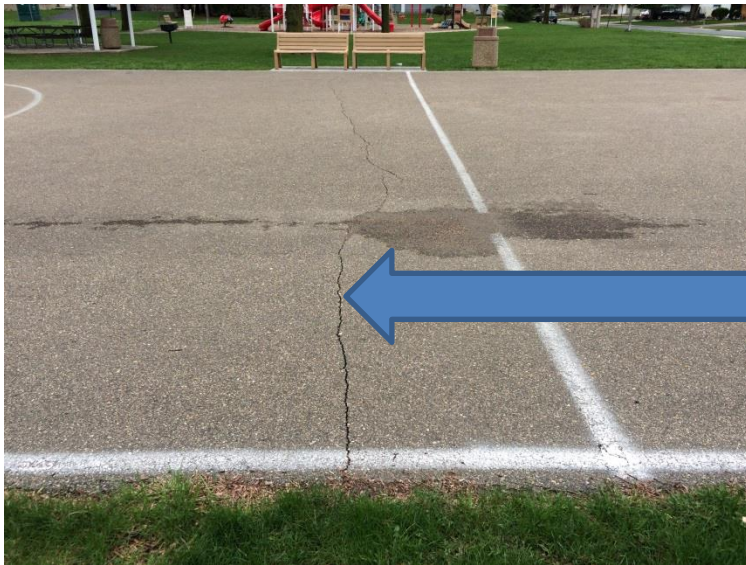
2017 Jim Bell Park and Preserve and Hill Dee Park Basketball Court Improvement Project Quote Tabulation

Contractor Name	Quote Amount
Court Surfaces & Repair, Inc.	9,675.00
C & H Sports Surfaces, Inc.	9,995.00

EXHIBIT B

Hill Dee Park Basketball Court Photos

Surface has settled in certain locations creating shallow depressions called bird baths that water collects in after it rains



Narrow surface crack runs entire width of court

Additional smaller cracks are appearing on the court surface



Jim Bell Park and Preserve Basketball Court Photos



Surface has settled in certain locations creating shallow depressions called bird baths that water collects in after it rains

Another surface area location where settling has occurred creating shallow depressions called bird baths that water collects in after it rains



Surface areas where aggregate is exposed and is starting to work loose causing the surface to break apart

EXHIBIT C**20 year Outdoor Asphalt Basketball Court Maintenance Plan**

Park Name	Year Paved BB Court Constructed	Size of Court	10 Year Maintenance Work Completed or Scheduled for Completion	Project Cost	20 Year Maintenance Work Scheduled for Completion
Meadowview Park	2004	half	2015	\$ 3,850.00	2025
Tamarack Park	2005	full	2016	\$ 4,850.00	2026
Hill Dee Park	2005	full	2017	\$ 4,837.50	2027
Jim Bell Park and Preserve	2006	full	2017	\$ 4,837.50	2027
Evergreen Knoll Park	2006	full	2018		2028
Dakota County Estates Park	2007	full	2018		2028
Westview Park	2007	full	2019		2029
Farmington Preserve Park	2008	half	2020		2030
Pine Knoll Park	2013	half	2023		2033
Prairieview Park	2017 (projected)	full	2027		2037

AGREEMENT

AGREEMENT made this _____ day of _____, 2017, between the **CITY OF FARMINGTON**, a Minnesota municipal corporation ("City"), and **COURT SURFACES AND REPAIR, INC.**, a Minnesota corporation ("Contractor").

IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement
- B. Contractor Proposal attached as Exhibit "A."
- C. Request for Quotes 2017 Hill Dee Park and Jim Bell Park and Preserve Basketball Court Improvement Project attached as Exhibit "B".

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.

3. OBLIGATIONS OF THE CITY. The City shall pay the Contractor in accordance with the bid.

4. SOFTWARE LICENSE. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

5. ASSIGNMENT. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

6. TIME OF PERFORMANCE. The Contractor shall complete its obligations on or before August 25, 2017.

7. PAYMENT.

a. When the obligations of the Contractor have been fulfilled, inspected, and accepted, the City shall pay the Contractor \$9,675.00. Such payment shall be made not later than thirty (30) days after completion, certification thereof, and invoicing by the Contractor.

b. No final payment shall be made under this Contract until Contractor has satisfactorily established compliance with the provisions of Minn. Stat. Section 290.92. A certificate of the commissioner shall satisfy this requirement with respect to the Contractor or any subcontractor.

8. EXTRA SERVICES. No claim will be honored for compensation for extra services or beyond the scope of this Agreement or the not-to-exceed price for the services identified in the proposal without written submittal by the Contractor, and approval of an amendment by the City, with specific estimates of type, time, and maximum costs, prior to commencement of the work.

9. PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minnesota Statute 471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½ %) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10. WORKER'S COMPENSATION. If Contractor does public work, the Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

11. COMPREHENSIVE GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured by endorsement:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate, products and completed operations
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to

City on an annual basis during the aforementioned period; or if any reason Contractor's work ceases before final payment, for a minimum period of three (3) years from the date Contractor ceases work.

Property Damage Liability Insurance shall include coverage for the following hazards:

X (Explosion)
C (Collapse)
U (Underground)

Contractual Liability (identifying the contract):

Bodily Injury: \$2,000,000 each occurrence

Property Damage: \$2,000,000 each occurrence
\$2,000,000 aggregate

Personal Injury, with Employment Exclusion deleted:
\$2,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury: \$2,000,000 each occurrence
\$2,000,000 each accident

Property Damage: \$2,000,000 each occurrence

12. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

13. RECORDS. Contractor shall maintain complete and accurate records of expenses involved in the performance of services.

14. WARRANTY. The Contractor guarantees all warranties as specified within the bid shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment which may

develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications. The Contractor further warrants to the City that all goods and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. This warranty is in addition to any manufacturer's standard warranty y, and any warranty provided by law.

15. NONDISCRIMINATION. All Contractors and subcontractors employed shall comply with all applicable provisions of all federal, state and municipal laws which prohibit discrimination in employment to members of a protected class and all rules and regulations, promulgated and adopted pursuant thereto. The Contractor will include a similar provision in all subcontracts entered into for the performance of this contract.

16. INDEMNITY. The Contractor agrees to defend, hold harmless, and indemnify the City, its officers, agents, and employees, for and against any and all claims, demands, actions, or causes of action, of whatever nature or character, arising from the Consultant's performance of work or services provided for herein. The Contractor shall take all reasonable precautions for the safety of all employees on the site and shall provide reasonable protection to prevent damage or loss to the property on the site or properties adjacent thereto and to work, materials and equipment under the Contractor's control.

17. WAIVER. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition, or obligation.

18. GOVERNING LAW. The laws of the State of Minnesota govern the interpretation of this Contract.

19. SEVERABILITY. If any provision, term, or condition of this Contract is found to be or become unenforceable or invalid, it shall not effect the remaining provisions, terms, and conditions of this Contract, unless such invalid or unenforceable provision, term, or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

20. ENTIRE AGREEMENT. This Contract represents the entire agreement of the parties and is a final, complete, and all inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings, or written or verbal representations made between the parties with respect thereto.

21. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Contractor. In the event of termination, the City shall be obligated to the Contractor for payment of amounts due and owing for materials provided or for services performed or furnished to the date and time of termination.

Dated: _____, 2017.

CITY OF FARMINGTON

By: _____
Todd Larson, Mayor

By: _____
David McKnight, City Administrator

Dated: _____, 2017

**CONTRACTOR:
COURT SURFACES AND REPAIR, INC.**

By: _____

Its: _____

Exhibit A



City of Farmington

430 Third Street

Farmington, Minnesota

651.280.6800 • Fax 651.280.6899

www.ci.farmington.mn.us

2017 HILL DEE PARK AND JIM BELL PARK AND PRESERVE BASKETBALL COURT IMPROVEMENT PROJECT QUOTE SUBMITTAL FORM

Submit your company's quote below on the form. Your project quote should include all costs and Minnesota sales tax associated with completing the project. **The deadline to submit your quote is on or before 10:00 a.m. on Friday, April 14, 2017. Quotes must be submitted in a sealed envelope with the following title on the front of the envelope: "2017 Hill Dee Park and Jim Bell Park and Preserve Basketball Court Improvement Project".**

Company Information:

The undersigned, being familiar with local conditions, having made the field inspections and investigations deemed necessary, having studied the specifications for the work and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the specifications identified previously. In submitting this quote, it is understood that the Owner retains the right to reject any and all quotes and to waive irregularities and informalities therein and to award the contract to the best interests of the Owner.

In submitting this quote, it is understood that payment will be by cash or check.

It is understood that quotes may not be withdrawn for a period of 60 days after the deadline date and time set for the quotes to be received. It is understood the owner reserves the right to retain the three lowest quotes as determined by the Owner for a period not to exceed 60 days after the date set for the opening of quotes.

Submitted By:

Court Surfaces & Repair, Inc.
Company

(a Corporation)
(an Individual) (Circle one)
(a Partnership)

Troy P. Carlson
By

President
Title

16215 Yalta St. Ne
Address

Ham Lake, MN 55304
City, State, Zip Code

763-783-8086
Telephone

thcarlson@msn.com
Email Address

\$ 9,675.00
Lump Sum Quote Amount



City of Farmington

430 Third Street

Farmington, Minnesota

651.280.6800 • Fax 651.280.6899

www.ci.farmington.mn.us

EXHIBIT B

REQUEST FOR QUOTES 2017 Hill Dee Park and Jim Bell Park and Preserve Basketball Court Improvement Project Farmington, Minnesota March 23, 2017

- I. **INTRODUCTION.** The City of Farmington Park & Recreation Department is accepting quotes for the repair and resurfacing of two existing full-court bituminous basketball courts. Quote must be submitted in a sealed envelope with the following title: "2017 Tamarack Park and Jim Bell Park and Preserve Basketball Court Improvement Project".
- II. **PROJECT LOCATIONS.** The address of Hill Dee Park is 5535 Upper 182nd Street West. All equipment used during the project in Hill Dee Park shall access the park from Lower 182nd Street West, which is located on the north side of the park adjacent to the basketball court.

The address of Jim Bell Park and Preserve is 4555 195th Street West. All equipment used during the project in Jim Bell Park and Preserve shall access the park either from 189th Street West, which is located on the north side of the park or from the 190th Street West cul-de-sac, which is located just to the west of the park.
- III. **PROJECT COMPLETION.** All work shall be completed on or before Friday, August 25 2017. The submitted quote shall include all labor, materials and applicable sales tax.
- IV. **REJECTION OF QUOTES.** The City of Farmington reserves the right to reject any and all quotes, to waive irregularities and informalities therein.
- V. **SITE VISITS.** You may arrange a visit to the site if you wish by contacting the following Parks and Receptions Department staff member:

Randy Distad, Parks and Recreation Director
Farmington City Hall
430 Third Street
Farmington, MN 55024
651-280-6851
Email: rdistad@ci.farmington.mn.us

VI. COMPREHENSIVE GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured by endorsement:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate, products and completed operations
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to City on an annual basis during the aforementioned period; or if any reason Contractor's work ceases before final payment, for a minimum period of three (3) years from the date Contractor ceases work.

Property Damage Liability Insurance shall include coverage for the following hazards:

X (Explosion)
C (Collapse)
U (Underground)

Contractual Liability (identifying the contract):

Bodily Injury:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate
Personal Injury, with Employment Exclusion deleted:	\$2,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 each accident
Property Damage:	\$2,000,000 each occurrence

VII. SUBMITTING QUOTES. The described project will be for repairing, resurfacing and remarking the following two existing full court bituminous basketball court surfaces:

- Hill Dee Park with a dimension of 50 feet wide by 84 feet long
- Jim Bell Park and Preserve with a dimension of 50 feet wide by 84 feet long.

A separate document included with this mailing describes the project in more detail. Quotes must be submitted on the attached Quote Submittal Form. The City will open, tabulate and select the lowest quote. After the quotes have been tabulated, the City will contact all of the contractors via email about the result of the quotes submitted.

VIII. QUOTE SUBMITTAL AND PROJECT DEADLINE

Deadline to submit a quote will be on or before 10:00 a.m., Friday, April 14, 2017. All work associated with the project is to be completed on or before Friday, August 25, 2017.

Your quote should be submitted either by mail or email on the Quote Submittal Form below to the following Parks and Recreation Department staff person:

Randy Distad
Farmington Parks & Recreation Department
430 Third Street
Farmington, MN 55024
Phone: 651-280-6851 Fax: 651-280-6899
Email: rdistad@ci.farmington.mn.us



City of Farmington

430 Third Street

Farmington, Minnesota

651.280.6800 • Fax 651.280.6899

www.ci.farmington.mn.us

2017 Hill Dee Park and Jim Bell Park and Preserve Basketball Court Improvement Project Specifications

I. LOCATION

The repair and resurfacing work on two full court basketball courts should be completed in the following locations:

- Hill Dee Park with a physical address of 5535 Upper 182nd Street West. All equipment used during the project in Hill Dee Park shall access the park from Lower 182nd Street West, which is located on the north side of the park adjacent to the basketball court.
- Jim Bell Park and Preserve with a physical address of 4555 195th Street West. All equipment used during the project in Jim Bell Park and Preserve shall access the park either from 189th Street West, which is located on the north side of the park or from the 190th Street West cul-de-sac, which is located just to the west of the park.

Included with this packet is a map showing the location of the parks in the city of Farmington. There is also park master plans included showing the general location of the full court basketball court in the parks.

II. AMBIENT CONDITIONS

- A. Do not apply asphalt basketball & multi-purpose court cushioned surface color coating system when air or surface temperatures are below 50 degrees F during application or within 24 hours after application.
- B. Do not apply asphalt basketball & multi-purpose court cushioned surface color coating system when rain is expected during application or within 24 hours after application.

III. SCOPE OF WORK

A. Preparation of Existing Surface

- Existing asphalt surface will be pressure washed with at least a 3,500 PSI pressure washer in order to remove delamination and promote a clean surface for better adhesion of materials used in the repair and resurfacing of the basketball court surface.
- Power-clean with an industrial blower and manually scrape court surface.
- Flood existing court surface and locate areas holding more than 1/16 inch of standing water.
- Patch low areas with acrylic deep patch using acrylic patch binder material according to manufacturer's specifications. Blend and reapply as needed to eliminate low areas.
- Fill cracks with acrylic emulsion elastomeric crack sealant applying according to the manufacturer's specifications.

- Reapply crack sealant until flush with existing surface

B. Crack Filler/Sealant

- Fill all cracks in asphalt pavement up to 1 inch wide using a 100 percent acrylic emulsion trowel-grade crack filler according to manufacturer's specifications.
- Reapply crack filler if needed until flush with existing surface
- Reapply crack sealant until flush with existing surface

C. Resurfacing Filler Course and Application:

- Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of filler course.
- Apply 100 percent acrylic emulsion resurfacer or equal according to manufacturer's specifications
- Apply resurfacing material with a Silica Sand (70/20 blend)
- Apply at least two resurface filler courses, or more if needed, in order to ensure the surface repairs are flush and smooth to adjoining surfaces.
- Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

D. Basketball Court Finish Color

- Do not apply paint coats until the manufacturer's specifications are met for drying/curing time of resurfacing materials that have been applied
- Using acrylic or better paint, first apply texture coat according to manufacturer's specifications
- After properly drying, apply a second coat of acrylic finish court paint or equal according to manufacturer's specifications
- Apply paint in the free throw lane and three point areas in a maroon or similar color
- Apply paint on the remainder of the court area in a green color
- Apply paint in the center circle area in a maroon or similar color

E. Line Markings

- Apply painted basketball court lines including all free throw lane markings, three point line and out of bounds line (if there is room) in a 2 inch line using white acrylic emulsion paint
- Lines should be marked in accordance with the NFHS Rules for high school basketball

III. POWER AND WATER ACCESS

- A. There is no electrical service to the parks. Contractor should make arrangement to supply their own power for equipment through the use of a portable generator or other means.
- B. There is no water source in the parks. The city will provide a water truck that contains a 250 gallon tank if needed.



City of Farmington

430 Third Street

Farmington, Minnesota

651.280.6800 • Fax 651.280.6899

www.ci.farmington.mn.us

2017 HILL DEE PARK AND JIM BELL PARK AND PRESERVE BASKETBALL COURT IMPROVEMENT PROJECT QUOTE SUBMITTAL FORM

Submit your company's quote below on the form. Your project quote should include all costs and Minnesota sales tax associated with completing the project. **The deadline to submit your quote is on or before 10:00 a.m. on Friday, April 14, 2017. Quotes must be submitted in a sealed envelope with the following title on the front of the envelope: "2017 Hill Dee Park and Jim Bell Park and Preserve Basketball Court Improvement Project".**

Company Information:

The undersigned, being familiar with local conditions, having made the field inspections and investigations deemed necessary, having studied the specifications for the work and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the specifications identified previously. In submitting this quote, it is understood that the Owner retains the right to reject any and all quotes and to waive irregularities and informalities therein and to award the contract to the best interests of the Owner.

In submitting this quote, it is understood that payment will be by cash or check.

It is understood that quotes may not be withdrawn for a period of 60 days after the deadline date and time set for the quotes to be received. It is understood the owner reserves the right to retain the three lowest quotes as determined by the Owner for a period not to exceed 60 days after the date set for the opening of quotes.

Submitted By:

Company

(a Corporation)
(an Individual) (Circle one)
(a Partnership)

By

Title

Address

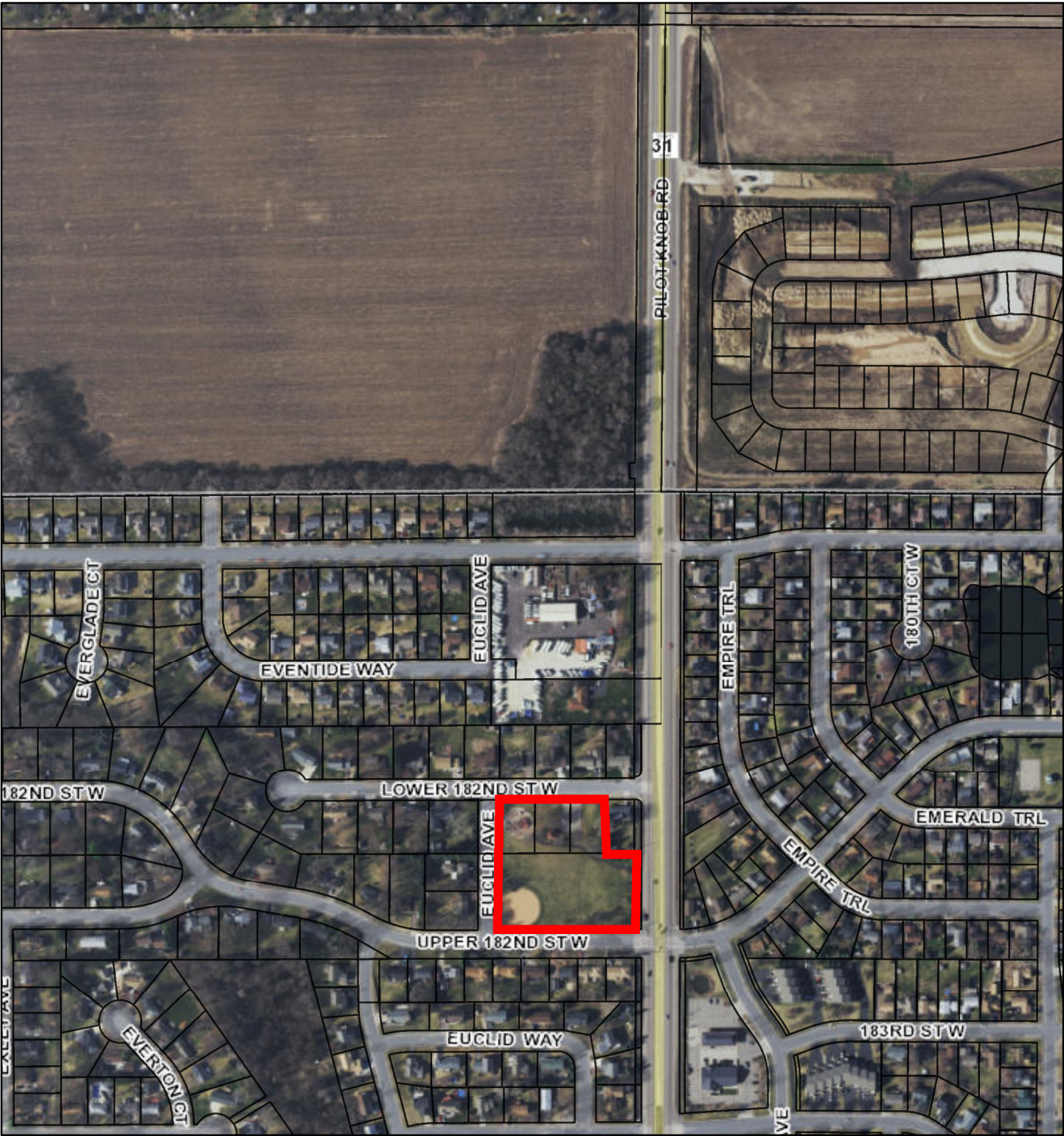
City, State, Zip Code

Telephone

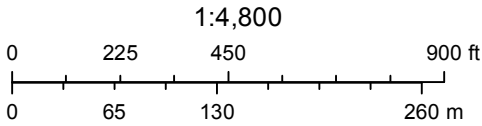
Email Address

\$ _____
Lump Sum Quote Amount

Hill Dee Park Location Map

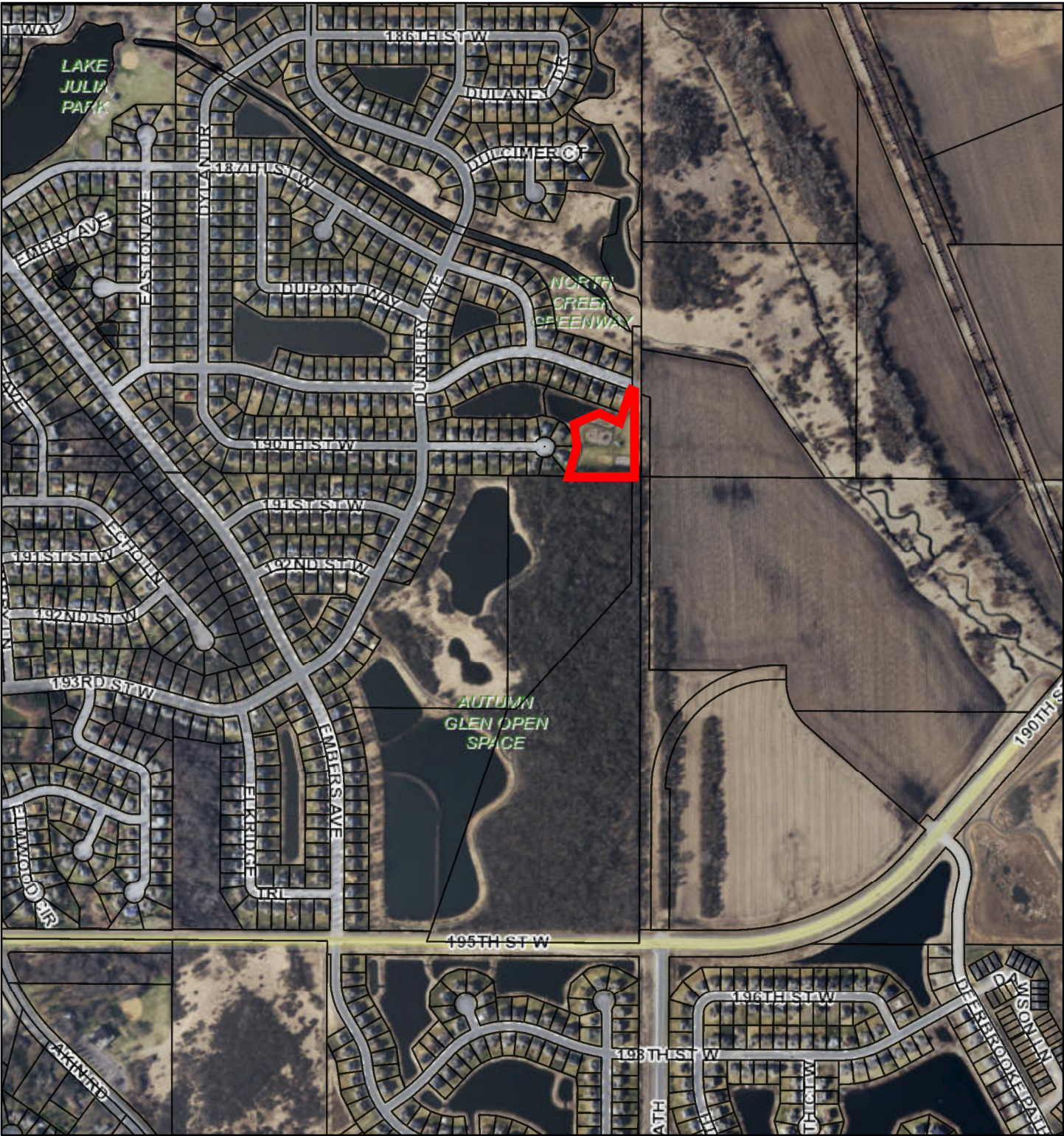


March 22, 2017

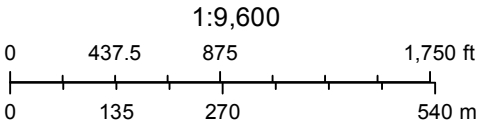


Property Information

Jim Ball Park and Preserve Location Map



March 22, 2017



Property Information



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 - Fax 651.280.6899
www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Randy Distad, Parks and Recreation Director
SUBJECT: Approve Agreement to Construct Prairieview Park Concrete Playground Border and Bench Pads
DATE: May 1, 2017

INTRODUCTION

The city council previously approved the purchase of new playground equipment for Prairieview Park at its March 20, 2017 meeting. The new playground equipment has since been ordered. A map showing the location of Prairieview Park is included with this memo.

DISCUSSION

The existing playground equipment, which will not be removed, has a concrete border around it. It is a B612 concrete curb, which has a height of six inches. Because of the height of the curb it will not be compatible with the new concrete border that will be installed at grade with a flat surface and will be 3 feet wide. The new concrete border will be a larger circumference in order to accommodate the additional new playground equipment to be installed. The existing B612 concrete curb will be removed by staff prior to the new concrete border being installed.

After the playground equipment has been installed and wood fiber safety surfacing material has been placed, the new concrete playground border and concrete pads for three park benches will be constructed. Work by the contractor hired will include the preparation of a Class 5 base, installing forms, and pouring and finishing the concrete border and bench pads.

After the concrete has adequately cured, park maintenance staff members will backfill around the finished border, then finish grade and seed the area to be restored.

Staff solicited quotes from 17 contractors to construct the concrete playground border and three bench pads. Six contractors submitted quotes for the project. Attached is Exhibit A, a tabulation form showing the quotes received. The low quote submitted by Erickson Construction of Lakeville, Inc. from Lakeville, Minnesota was in the amount of \$9,920.00. The contractor performed this same work at Fairhills Park in 2014 and in Troy Hill Park in 2015, so is very familiar with the project work.

The expected life expectancy of the concrete playground border is approximately 30 years.

One of the city council's priorities is to provide core government services at a high quality level. Approving the agreement form with Erickson Construction of Lakeville, Inc. to construct the concrete playground border allows the city to provide a park system at a high quality and safe level.

BUDGET IMPACT

The 2017 Park Improvement Fund budget for Prairieview Park included \$10,000.00 to cover the cost of the

concrete playground border and bench pads to be installed. The low quote submitted is under the estimated budgeted amount. As a result of this project the Park Improvement Fund balance will be just over \$150,000.

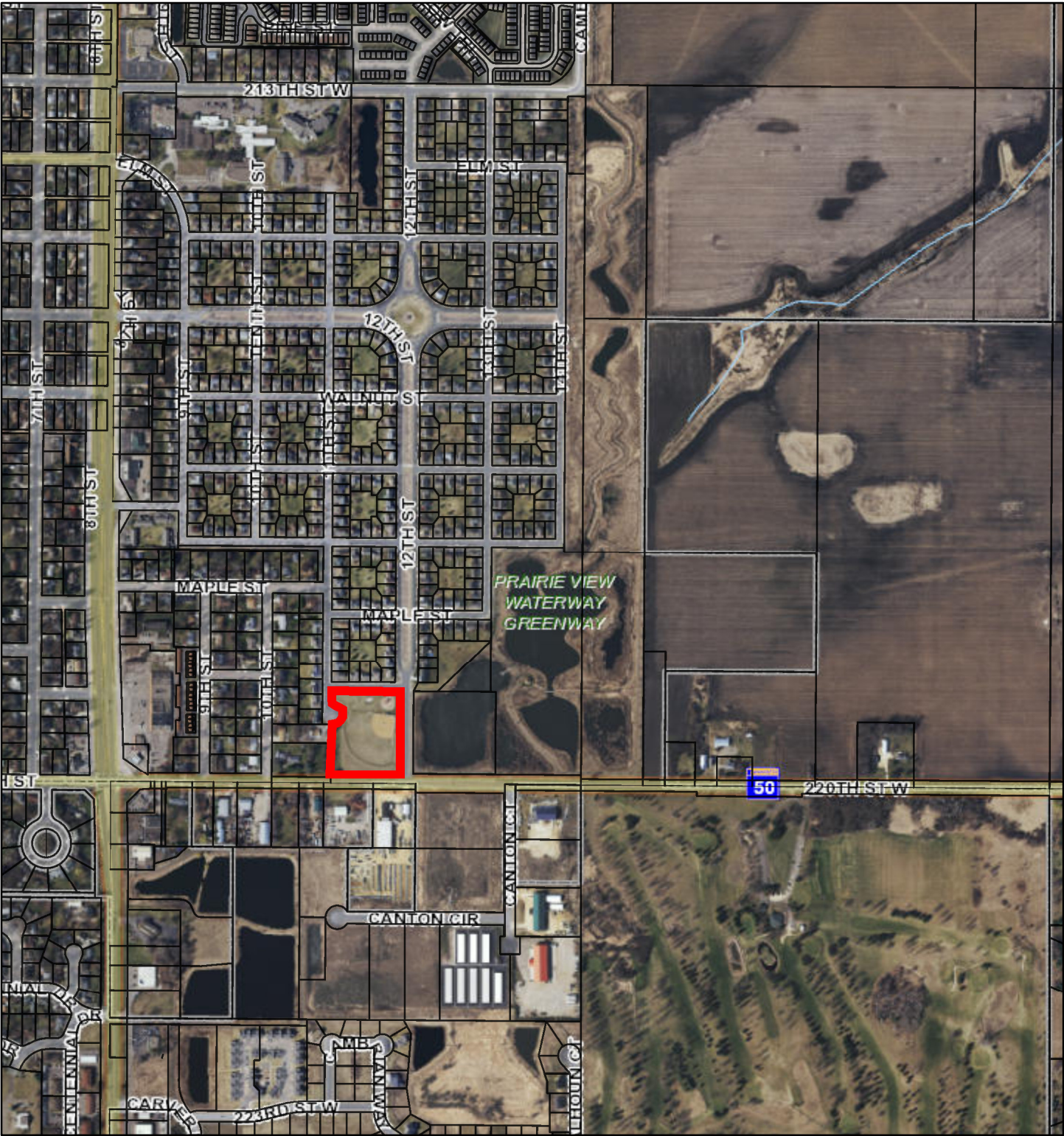
ACTION REQUESTED

Staff is requesting the city council approve the attached agreement with Erickson Construction of Lakeville, Inc for installation of the Prairieview Park concrete playground border and three concrete pads for park benches, so the work may be completed this year.

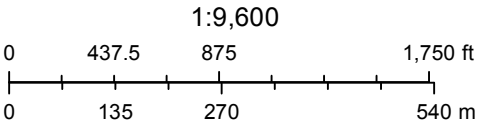
ATTACHMENTS:

Type	Description
▣ Backup Material	Prairieview Park Location Map
▣ Exhibit	Exhibit A Project Quotes Tabulation Form
▣ Contract	Agreement Form

Prairieview Park Location Map



January 13, 2017



Property Information

EXHIBIT A

2017 Prairieview Park Concrete Playground Border and Bench Pads Quote Tabulation Form

Name of Contractor	Quote Submitted
Erickson Construction of Lakeville, Inc.	\$9,920.00
Pat's Concrete and Bobcat	\$10,390.00
Oelke Concrete, LLC	\$11,916.00
JWS Construction, LLC	\$13,095.00
Kamida, Inc.	\$15,672.00
Stapf Concrete Construction, Inc.	\$18,907.00

AGREEMENT

AGREEMENT made this _____ day of _____, 2017, between the **CITY OF FARMINGTON**, a Minnesota municipal corporation ("City"), and **ERICKSON CONSTRUCTION OF LAKEVILLE, INC.**, a Minnesota corporation ("Contractor").

IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement
- B. Contractor Proposal submitted April 21, 2017, attached as Exhibit "A."
- C. Request for Quotes 2017 Prairieview Park Concrete Playground Border and Bench Pads Project, attached as Exhibit "B".

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.

3. OBLIGATIONS OF THE CITY. The City shall pay the Contractor in accordance with the bid.

4. SOFTWARE LICENSE. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

5. ASSIGNMENT. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

6. TIME OF PERFORMANCE. The Contractor shall complete its obligations on or before September 30, 2017.

7. PAYMENT.

a. When the obligations of the Contractor have been fulfilled, inspected, and accepted, the City shall pay the Contractor \$9,920.00. Such payment shall be made not later than thirty (30) days after completion, certification thereof, and invoicing by the Contractor.

b. No final payment shall be made under this Contract until Contractor has satisfactorily established compliance with the provisions of Minn. Stat. Section 290.92. A certificate of the commissioner shall satisfy this requirement with respect to the Contractor or any subcontractor.

8. EXTRA SERVICES. No claim will be honored for compensation for extra services or beyond the scope of this Agreement or the not-to-exceed price for the services identified in the proposal without written submittal by the Contractor, and approval of an amendment by the City, with specific estimates of type, time, and maximum costs, prior to commencement of the work.

9. PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minnesota Statute 471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½ %) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10. WORKER'S COMPENSATION. If Contractor does public work, the Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

11. COMPREHENSIVE GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured by endorsement:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate, products and completed operations
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to

City on an annual basis during the aforementioned period; or if any reason Contractor's work ceases before final payment, for a minimum period of three (3) years from the date Contractor ceases work.

Property Damage Liability Insurance shall include coverage for the following hazards:

X (Explosion)
C (Collapse)
U (Underground)

Contractual Liability (identifying the contract):

Bodily Injury: \$2,000,000 each occurrence

Property Damage: \$2,000,000 each occurrence
\$2,000,000 aggregate

Personal Injury, with Employment Exclusion deleted:
\$2,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury: \$2,000,000 each occurrence
\$2,000,000 each accident

Property Damage: \$2,000,000 each occurrence

12. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

13. RECORDS. Contractor shall maintain complete and accurate records of expenses involved in the performance of services.

14. WARRANTY. The Contractor guarantees that all new equipment warranties as specified within the bid shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship, materials, and

equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications. The Contractor further warrants to the City that all goods and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. This warranty is in addition to any manufacturer's standard warranty, and any warranty provided by law.

15. NONDISCRIMINATION. All Contractors and subcontractors employed shall comply with all applicable provisions of all federal, state and municipal laws which prohibit discrimination in employment to members of a protected class and all rules and regulations, promulgated and adopted pursuant thereto. The Contractor will include a similar provision in all subcontracts entered into for the performance of this contract.

16. INDEMNITY. The Contractor agrees to defend, hold harmless, and indemnify the City, its officers, agents, and employees, for and against any and all claims, demands, actions, or causes of action, of whatever nature or character, arising from the Consultant's performance of work or services provided for herein. The Contractor shall take all reasonable precautions for the safety of all employees on the site and shall provide reasonable protection to prevent damage or loss to the property on the site or properties adjacent thereto and to work, materials and equipment under the Contractor's control.

17. WAIVER. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition, or obligation.

18. GOVERNING LAW. The laws of the State of Minnesota govern the interpretation of this Contract.

19. SEVERABILITY. If any provision, term, or condition of this Contract is found to be or become unenforceable or invalid, it shall not effect the remaining provisions, terms, and conditions of this Contract, unless such invalid or unenforceable provision, term, or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

20. ENTIRE AGREEMENT. This Contract represents the entire agreement of the parties and is a final, complete, and all inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings, or written or verbal representations made between the parties with respect thereto.

21. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Contractor. In the event of termination, the City shall be obligated to the Contractor for payment of amounts due and owing for materials provided or for services performed or furnished to the date and time of termination.

Dated: _____, 2017.

CITY OF FARMINGTON

By: _____
Todd Larson, Mayor

By: _____
David McKnight, City Administrator

Dated: _____, 2017

**CONTRACTOR:
ERICKSON CONSTRUCTION OF
LAKEVILLE, INC.**

By: _____

Its: _____



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 • Fax 651.280.6899
www.ci.farmington.mn.us

Exhibit A

2017 Prairieview Park Concrete Playground Border and Bench Pads Project Proposal Form

Due by: 10:00 a.m. Friday, April 21, 2017

Randy Distad
City of Farmington
430 Third St
Farmington, MN. 55024

Interested Contractors

The undersigned, being familiar with your local conditions, having made the field inspections and investigations deemed necessary, having studied the plans and specifications for the work and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment all else necessary to completely construct the project in accordance with the plans and specifications on file. All unit prices shall include all applicable sales taxes.

I. PROPOSAL

Main Items	Unit	Qty.	Unit Price	Totals
1. Mobilization	LS	1	\$ _____	\$ _____
2. Aggregate Base (Class 5)	Ton	80	\$ _____	\$ <u>1700.00</u>
3. Reinforcing Rebar Material	LS	1	\$ _____	\$ <u>390.00</u>
4. 4" Concrete Border and Bench Pads	SF	1,308	\$ _____	\$ <u>7850.00</u>
Total Bid including Sales Tax (1+2+3+4)				\$ <u>9920.00</u>



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The City will open, tabulate and select the lowest quote. The City will contact by email the contractor submitting the lowest quote informing them they submitted the low quote for the project. All other contractors submitting a quote will be notified by email that they did not submit the low quote for the project. Included with the email will be a tabulation form that compares all contractor quotes received by the City for the project.

In submitting this quote, it is understood that the Owner retains the right to reject any and all quotes and to waive irregularities and informalities therein and to award the contract to the best interests of the Owner.

In submitting this quote, it is understood that payment will be by cash or check.

It is understood that quotes may not be withdrawn for a period of 60 days after the date and time set for the opening of quotes. It is understood that the owner reserves the right to retain the three lowest quotes as determined by the Owner for a period not to exceed 60 days after the date set for the opening of quotes.

Submitted by:

Erickson Construction of Lakeville ^{Circle One} (a Corporation)
Company Inc. (an Individual)
(a Partnership)

G.K. Erickson
By

President owner
Title

7910 280th St. W.
Address

Farmington, MN 55024
City, State, Zip Code

952-292-2704 507-663-0297
Telephone

Email Address



City of Farmington

430 Third Street

Farmington, Minnesota

651.280.6800 • Fax 651.280.6899

www.ci.farmington.mn.us

Exhibit B

FARMINGTON PARKS AND RECREATION DEPARTMENT

2017 PRAIRIEVIEW PARK CONCRETE PLAYGROUND BORDER AND BENCH PADS PROJECT

REQUEST FOR PROPOSALS

MARCH 28, 2017



City of Farmington

430 Third Street
Farmington, Minnesota
651.280.6800 • Fax 651.280.6899
www.ci.farmington.mn.us

I. Introduction: The City of Farmington Parks & Recreation Department is accepting proposals from interested parties for the construction of a concrete playground border and three (3) concrete park bench pads in Prairieview Park.

II. Prairieview Park Location: Prairieview Park is located at 1100 12th Street, Farmington, MN 55024. The construction entrance to Prairieview Park can be accessed from either the south side of Hickory Street or from the west side of 12th Street. See attached map for access locations. All equipment used by the contractor should access the park site via these park entrance points.

III. Project Completion: The playground equipment will not be installed until mid to late July. It is estimated, depending on weather, the contractor hired will be able to begin construction in early August. All work associated with this project shall be completed on or before **September 30, 2017**.

IV. Rejection of Quotes: The City of Farmington reserves the right to reject any and all quotes, to waive irregularities and informalities therein.

V. Site Visits: You may arrange a visit to the site if you wish by contacting the following Parks and Recreations Department staff person:

Randy Distad
Parks and Recreation Director
430 Third Street
Farmington, MN 55024
651-280-6851
Email: rdistad@ci.farmington.mn.us

VI. Insurance Requirement: Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured by endorsement:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate, products and completed operations
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to City on an annual basis during the aforementioned period; or if any reason Contractor's work ceases before final payment, for a minimum period of three (3) years from the date Contractor ceases work.

Property Damage Liability Insurance shall include coverage for the following hazards:

X (Explosion)
C (Collapse)
U (Underground)



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Contractual Liability (identifying the contract):

Bodily Injury: \$2,000,000 each occurrence

Property Damage: \$2,000,000 each occurrence
\$2,000,000 aggregate

Personal Injury, with Employment Exclusion deleted:
\$2,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury: \$2,000,000 each occurrence
\$2,000,000 each accident

Property Damage: \$2,000,000 each occurrence

VII. Submitting Quotes:

Contractors interested in submitting a quote must submit a quote on the attached Quote Submittal Form. See attached document that provides project specifications in more detail.

The City will open, tabulate and select the lowest quote based on the overall total cost to construct the border and park bench pads. The City will provide notification to all contractors who submit a quote for the project notifying them of the results of the quotes received for the project.

Deadlines to submit a quote shall be Friday, April 21, 2017 on or before 10:00 a.m. All work associated with project shall be completed on or before September 30, 2017.

**Your quote must be submitted in a sealed envelope with the following title:
"2017 Prairieview Park Concrete Playground Border and Park Bench Pads Project"
and should be submitted to the following Parks and Recreation Department staff person:**

Randy Distad
Farmington Parks & Recreation Department
430 Third Street
Farmington, MN 55024
Phone: 651-280-6851
Email: rdistad@ci.farmington.mn.us



City of Farmington
430 Third Street
Farmington, Minnesota
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Specifications of Work to be Completed in Prairieview Park

I. Location/Directions

Prairieview Park's physical address is 1100 12th Street. An attached map shows the park location in the city.

II. Specifications

A. Curb Protection

The Contractor shall protect with proper material the face of all curbs (if any) that are driven over to access the construction sites. The contractor shall remove this material when the project work has been completed.

B. Site Preparation for New Border

The City shall work with the contractor to set the border elevation. It is likely with this project that the base material will be placed on top of existing grade and then the concrete border will be poured on top of the base in order for the top of the concrete border height to be at least 12 inches higher than the base of the elevation of where the new playground equipment will be installed. Any existing concrete border that will need to be removed will be completed by city staff after a meeting with the contractor has occurred to transition the new concrete border into the existing concrete border. The contractor shall be responsible for preparing the base for the new concrete border and pads for the park benches.

C. Base

The Contractor shall place eight inches of 100% crushed limestone Class 5 material for the new concrete border and eight inches of 100% crushed limestone Class 5 material for the concrete pads for the park benches on top of the existing grade. The Contractor shall compact the playground border base and it shall be 4 feet wide after it has been compacted. Once adequately compacted then the new concrete border will be poured on top of the base. This will allow about six inches of base material width on both sides of the concrete border to remain without concrete on it.

D. Concrete Playground Border Construction

1. Concrete Mix

The concrete mix shall be in accordance to MN/DOT Specification 2461. The mix design and classification shall be 3Y32A for sidewalk areas. The concrete mix used should be rated at a minimum of 4,000 psi.

2. Dimension Measurements

The concrete border should be formed with 2 x 4 lumber in the dimensions identified so the thickness shall be at least 3 and one-half (3½) inches. The concrete border shall be 36 inches wide. The inside edge of the concrete border's width will measure 80 feet and the inside edge of the concrete border's length will measure 122 feet. The concrete playground border shall be approximately 404 linear feet in running length. Drawings are attached that further illustrate the concrete playground border location, width, length and design. The border should not contain any right angles at corners but instead shall curve or arc around the corners of the border.

3. Slope

The concrete border should have at least a one degree cross slope away from the playground equipment so water collected on the concrete drains away from the playground equipment.



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4. *Reinforcement:*

Rebar reinforcement shall conform to the Standard Specification for Rebar for Concrete Reinforcement of ASTM A615/A615M: Deformed and plain carbon-steel bars for concrete reinforcement. #4 rebar shall be placed in a 24 inch by 24 inch grid. The rebar shall be placed as much as possible in the middle of the concrete poured. Maintain at least 5 inches of clearance between the outside edge of the border and any rebar.

E. Concrete Pad Construction for Three (3) Park Benches:

1. *Base*

The Contractor shall place eight inches of 100% crushed limestone Class 5 material for the concrete bench pads for the park benches on top of the existing grade. The Contractor shall compact the bench pad base and it shall be 4½ feet wide after it has been compacted by 9 feet long. Once adequately compacted then the new concrete border will be poured on top of the base. This will allow about six inches of extra base material width on the outer width and length edges of the base for the bench pads to remain without concrete on it.

2. *Concrete Mix*

The concrete mix shall be in accordance to MN/DOT Specification 2461. The mix design and classification shall be 3Y32A for sidewalk areas. The concrete mix used should be rated at a minimum of 4,000 psi.

3. *Preparation of Concrete Pads and Dimension Measurements*

There should be three concrete pads poured for park benches. Locations of the concrete park bench pads are shown on the attached playground drawing. The concrete pads should measure four feet wide by eight feet long. The pads should be formed with 2 x 4 lumber in the dimensions identified so the thickness shall be at least 3 and one-half (3½) inches. The concrete pads can be poured so they are incorporated into the concrete playground border but will be located on the outside of the playground border. If the concrete pads are poured separately from the border, then an expansion board should be placed between the concrete bench pad and the playground border. Forms should be removed within but no later than 48 hours of pouring the concrete.

4. *Slope*

The back edge of the concrete pads for the park benches should be poured so there will be least an overall 1% slope from the front of the playground border to the back of the pad.

5. *Reinforcement*

Rebar reinforcement shall conform to the Standard Specification for Rebar for Concrete Reinforcement of ASTM A615/A615M: Deformed and plain carbon-steel bars for concrete reinforcement. #4 rebar shall be placed in a 30 inch by 30 inch grid. The rebar shall be placed as much as possible in the middle of the concrete poured. Maintain at least 8 inches of clearance between the outside edge of the slab and any rebar.

6. *Park Bench Installation*

The City will install the park benches on the concrete pads once they have adequately cured.



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F. Pouring, Finishing and Clean Up

1. Pouring and Finishing

The concrete border should be a continuous pour with a contraction joint every twelve (12) feet. Each panel shall be no more than twelve (12) feet in length. Contraction joints shall extend to approximately one inch depth and shall be approximately 1/8 inch wide.

2. Site Clean-Up

All excess concrete not used in the project that is contained in the concrete truck and is cleaned out of the concrete truck after the concrete has been poured cement shall be removed by the contractor. Under no circumstances should any excess concrete or material remaining in the chute be cleaned out from the truck onto any public or private property. All clean out concrete material should be disposed of in an environmentally safe manner. Any forms and/or other materials generated from the construction of this project shall be removed by contractor. If forms are used they shall be pulled. After all forms are pulled and contractor has completed the site clean up work, the Parks and Recreation Director shall inspect the site for proper clean up. If the site needs additional clean up the contractor will be contacted by phone and given one week to complete clean up. If the clean up still does not meet the satisfaction of the Parks and Recreation Director, 10% of the quote amount shall be retained until the site has been satisfactorily cleaned up.

3. Site Restoration

After the concrete has adequately cured, the City will backfill with soil along the back edge of the concrete border in order for the grade of the border to match with the existing grade of the turf areas. Once the backfilling has been completed the City will then seed the disturbed areas and apply an erosion control method.

G. Underground Utilities Location:

1. Utility Locates Responsibility

The Contractor shall be required to place the Gopher One call for locating underground utilities.



City of Farmington

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2017 Prairieview Park Concrete Playground Border and Bench Pads Project Proposal Form

Due by: 10:00 a.m. Friday, April 21, 2017

Randy Distad
City of Farmington
430 Third St
Farmington, MN. 55024

Interested Contractors

The undersigned, being familiar with your local conditions, having made the field inspections and investigations deemed necessary, having studied the plans and specifications for the work and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment all else necessary to completely construct the project in accordance with the plans and specifications on file. All unit prices shall include all applicable sales taxes.

I. PROPOSAL

Main Items	Unit	Qty.	Unit Price	Totals
1. Mobilization	LS	1	\$ _____	\$ _____
2. Aggregate Base (Class 5)	Ton	80	\$ _____	\$ _____
3. Reinforcing Rebar Material	LS	1	\$ _____	\$ _____
4. 4" Concrete Border and Bench Pads	SF	1,308	\$ _____	\$ _____
Total Bid including Sales Tax (1+2+3+4)				\$ _____



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Submitted by:

Company

Circle One
(a Corporation)
(an Individual)
(a Partnership)

By

Title

Address

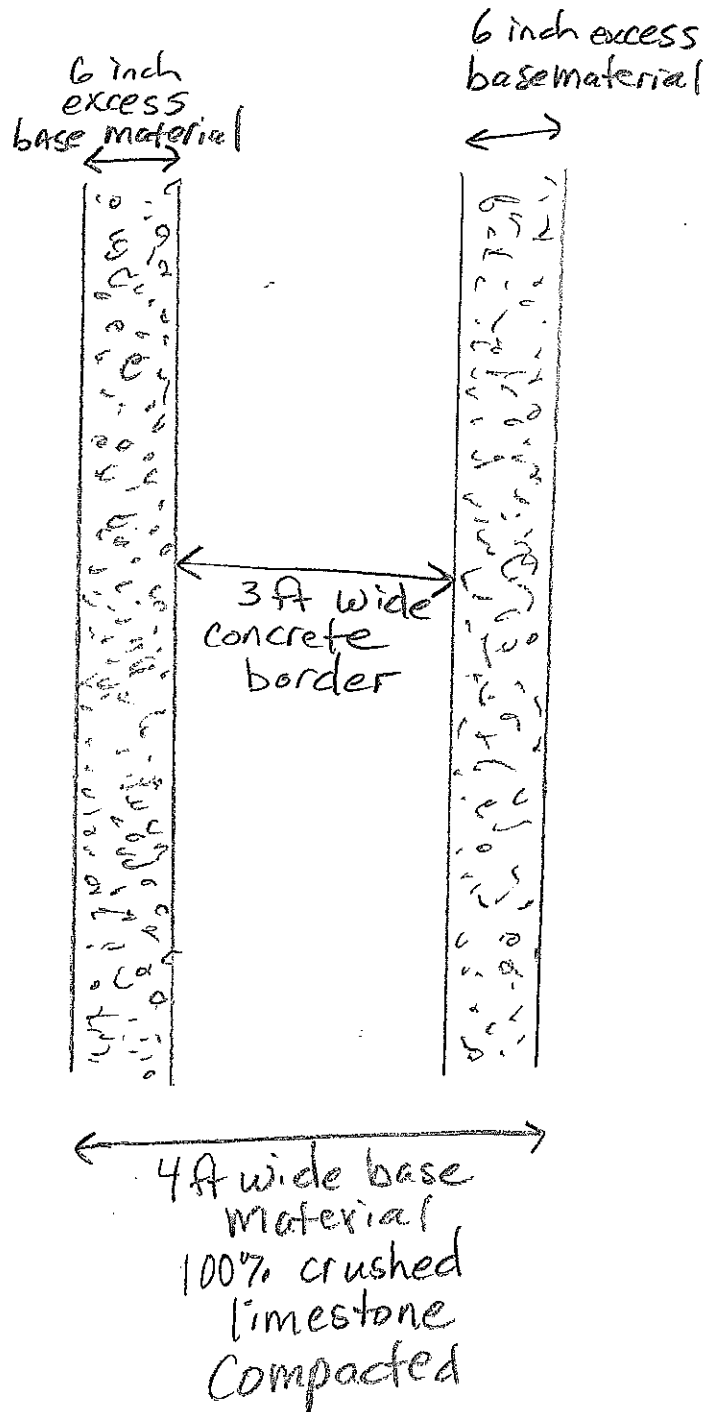
City, State, Zip Code

Telephone

Email Address

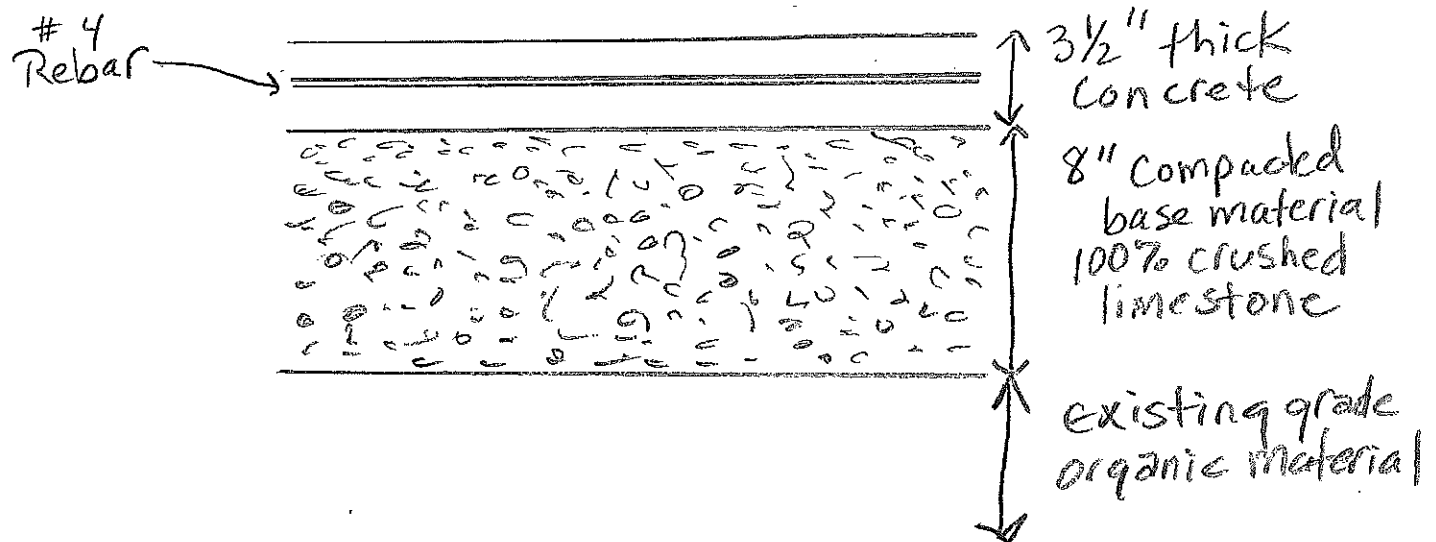
PRAIRIEVIEW PARK CONCRETE PLAYGROUND BORDER PROJECT CONCEPT DRAWING

TOP VIEW (Not to Scale)



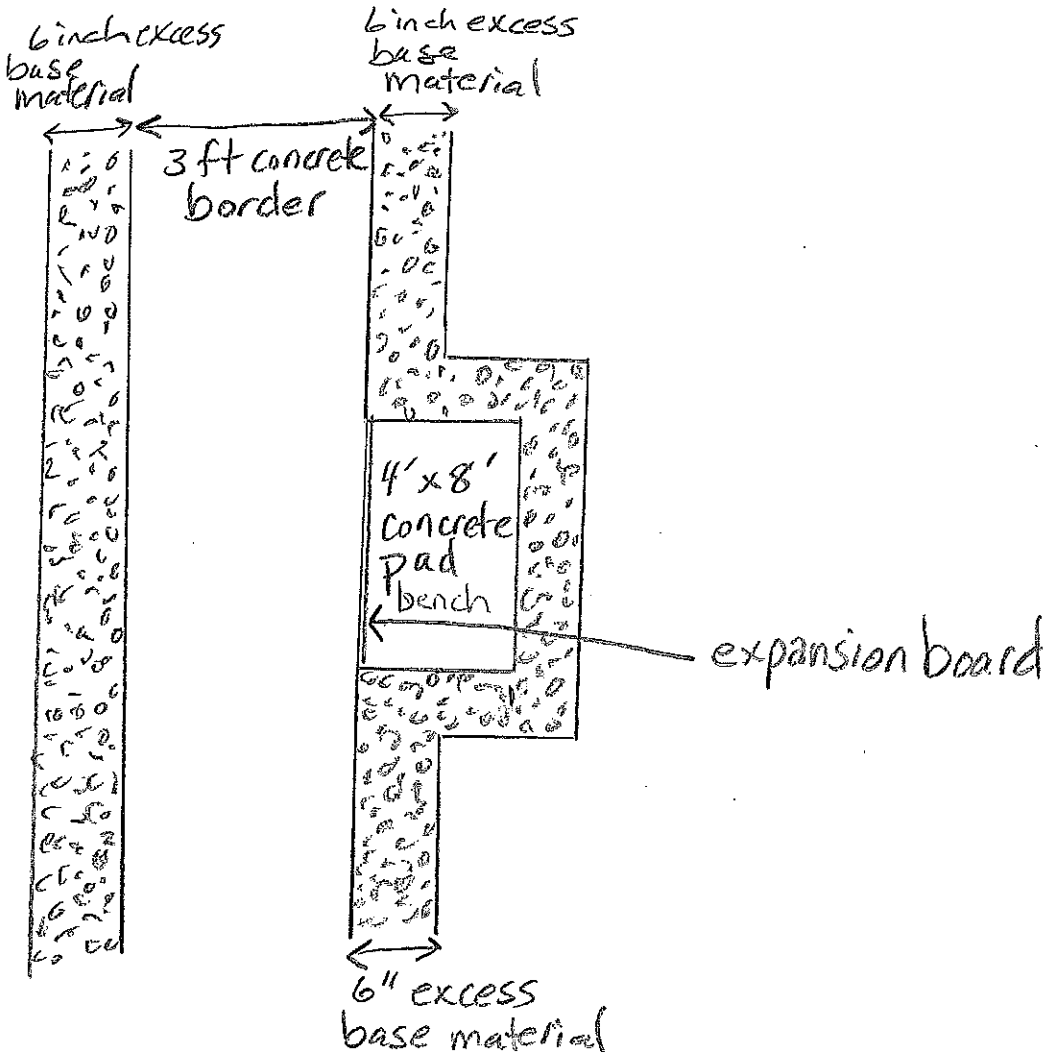
PRAIRIEVIEW PARK CONCRETE PLAYGROUND BORDER PROJECT CONCEPT DRAWING

CROSS SECTION VIEW (Not to Scale)



PRAIRIEVIEW PARK CONCRETE BENCH PAD PROJECT CONCEPT DRAWING

TOP VIEW (Not to Scale)





City of Farmington

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www.ci.farmington.mn.us

TO: Mayor, Councilmembers and City Administrator
FROM: Jim Larsen, Fire Chief
SUBJECT: 2016 Fire Department Annual Report
DATE: May 1, 2017

INTRODUCTION

The Farmington Fire Department is a full service, all hazards department providing fire and rescue services to the city of Farmington and the townships of Castle Rock, Eureka and Empire. The department works effectively with other city departments and mutual aid partners to provide life saving services throughout our approximately 80 square mile service area.

DISCUSSION

Staff will present the department's 2016 annual report and discuss how its activities align with the city council's priorities. Staff will answer questions from the city council.

BUDGET IMPACT

None

ACTION REQUESTED

No action is required. This is informational only.