

## Nicollet County Board of Commissioners Meeting



**September 22, 2020**

*Nicollet County Government Center 501 South Minnesota Avenue, St. Peter, MN 56082*

*Commissioners – John Luepke, Chair; Jack Kolars; Terry Morrow; Marie Dranttel; Denny Kemp*

### **NOTICE REGARDING NICOLLET COUNTY BOARD OF COMMISSIONERS MEETING AND DRAINAGE AUTHORITY MEETING**

**September 22, 2020**

**9:00 A.M.**

**NICOLLET COUNTY GOVERNMENT CENTER BOARD ROOM  
501 SOUTH MINNESOTA AVENUE  
ST. PETER, MN**

Due to the COVID-19 (coronavirus) pandemic and resulting state and federal emergency declarations and guidance about limiting unnecessary person-to-person contact, the September 22, 2020 Nicollet County Board meeting and Drainage Authority meeting will be conducted under Minnesota Statute 13D.021 – Meetings by Telephone or Other Electronic Means. Some County Board and Drainage Authority members may possibly participate by telephone or other electronic means.

**Due to the current health pandemic, only a limited number of persons will be allowed in the meeting room at one time. Persons in attendance must maintain proper social distancing at all times while in the building.**

The meetings can also be viewed live at [www.co.nicollet.mn.us/642/County-Board-Meeting-Videos](http://www.co.nicollet.mn.us/642/County-Board-Meeting-Videos). A copy of the meeting agenda and packet is available at [www.co.nicollet.mn.us/AgendaCenter/Board-of-Commissioners-3](http://www.co.nicollet.mn.us/AgendaCenter/Board-of-Commissioners-3).

Questions or comments regarding agenda items and viewing or listening to the meeting can be directed to Ryan Krosch, Nicollet County Administrator, at 507-934-7204 or [rkrosch@co.nicollet.mn.us](mailto:rkrosch@co.nicollet.mn.us).

#### **Vision Statement**

*Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.*

**Leadership. Efficiency. Accountability.  
Innovation. Integrity.**

#### **Mission Statement**

*Providing efficient services with innovation and accountability*

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*Commissioners – John Luepke, Chair; Jack Kolars; Terry Morrow; Marie Dranttel; Denny Kemp*

- 9:00 a.m.** Call Board of Commissioners Meeting to Order: Chair Luepke
1. Flag Pledge
  2. Silence Your Cell Phones
  3. Approval of Agenda
- Consent Agenda
1. [Approval of September 8, 2020 Board Minutes](#)
  2. [Joint Powers Agreement with Department of Public Safety BCA and Court Data Services](#)
  3. [End of Probation](#)
  4. Approval of Bills
- Public Appearances
- 9:05 a.m.** Public Works
1. [Consider 2020 MnDOT TED Application Resolution](#)
- 9:20 a.m.** Administration
1. [Resolution Approving a CARES Act Mobile Public Health Trailer and Equipment Purchase](#)
  2. [Approval of the 2021 Preliminary Property Tax Levy and Setting the 2021 Levy and Budget Public Comment Meeting](#)
- 9:35 a.m.** Chair's Report
- Commissioner Committee Reports
- Commissioners Meetings & Conferences
- Approve Per Diems and Expenses
- Adjourn Board of Commissioners Meeting
- 9:40 a.m.** Break
- 10:00 a.m.** Call Drainage Authority Meeting to Order: Chair Luepke
- Drainage Authority Agenda Items
1. Consent Agenda
    - a. [Approval of September 8, 2020 Drainage Authority Minutes](#)
  2. [Continued Public Hearing for Ditch Cleaning CD48A](#)
  3. [Reestablishment of Drainage Records for Nicollet County Ditch 48A](#)
- Adjourn Drainage Authority Meeting

Continued...

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### Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners. Meetings with a quorum of Nicollet County Board of Commissioners expected to attend is noted with an asterisk (\*).

**NOTICE REGARDING NICOLLET COUNTY MEETINGS DURING THE COVID-19 PANDEMIC**  
**Due to the COVID-19 (coronavirus) pandemic and resulting state and federal emergency declarations, these and future Nicollet County meetings will be conducted under Minnesota Statute 13D.021 – Meetings by Telephone or Other Electronic Means.**

**Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Ryan Krosch, Nicollet County Administrator, at 507-934-7204 or rkrosch@co.nicollet.mn.us.**

September 22 - County Board of Commissioners Meeting, 9 a.m., Nicollet County Government Center, Board Room, St. Peter\*

September 22 – County Drainage Authority Meeting, 9 a.m., Nicollet County Government Center\*

October 1 - Highway 169 Coalition Meeting

October 5 – Planning and Zoning Legal Training, 12:00 p.m., Nicollet County Government Center Board Room, St. Peter\*

October 5 – Mankato Rehabilitation Center Meeting

October 13 - County Board of Commissioners Meeting, 9 a.m., Nicollet County Government Center, Board Room, St. Peter\*

October 13 - County Drainage Authority Meeting, 9 a.m., Nicollet County Government Center\*

October 20 – Individual Department Head Meeting with Public Works, 8:15 a.m. – 10:00 a.m. at St. Peter Public Works Building\*

October 20 – Board Workshop, Nicollet County Government Center, 10:00 a.m. – 12:00 p.m.\*

October 21 – St. Peter Liaison Meeting, Conference Call, 10:30 a.m.

October 27 - County Board of Commissioners Meeting, 9 a.m., Nicollet County Government Center, Board Room, St. Peter\*

October 27 - County Drainage Authority Meeting, 9 a.m., Nicollet County Government Center\*

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OFFICIAL PROCEEDINGS OF THE  
BOARD OF COUNTY COMMISSIONERS FOR  
NICOLLET COUNTY, MINNESOTA  
SEPTEMBER 8, 2020

The Nicollet County Board of Commissioners met in regular session on Tuesday, September 8, 2020, at 9:00 a.m. Commissioners Denny Kemp, Jack Kolars, Marie Dranttel, Terry Morrow and John Luepke were present. Also present were County Administrator Ryan Krosch, County Attorney Michelle Zehnder Fischer and Recording Secretary Abigail Lewis.

The meeting was held via teleconference pursuant to Minnesota Statute 13D.021 due to the coronavirus pandemic. There were no public comments submitted by email or phone. No members of the public requested to participate in the meeting by phone. The meeting was recorded and broadcasted live online.

**Approval of Agenda**

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the agenda with one addition to the consent agenda: South Central HRA Board Member, David Anderson, term extension. Motion carried with all voting in favor.

**Consent Agenda**

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the consent agenda items as follows: approval of the August 25, 2020 Board Meeting minutes, end of probation: Courtney Otto, effective September 6, 2020, South Central HRA Board Member, David Anderson, term extension approval and approval of the Commissioner Warrants as presented for the following amounts: Revenue Fund - \$140,445.04, Road & Bridge Fund - \$16,690.68, Human Services Fund - \$154,924.83 and acknowledge review of the Auditor's Warrants. Motion carried with all voting in favor.

**Public Appearances**

Ron Grubber, resident of Lafayette Township, appeared before the Board to address his concerns about washouts to his driveway which he believes to be caused by his neighbor. Mr. Grubber provided photos of the washouts to his driveway.

**Health and Human Services**

**COVID-19 Update**

Health and Human Services Director, Cassie Sassenberg, appeared before the Board to provide on update on the County's COVID-19 efforts. To date, Nicollet County has a reported 457 cases, 15 deaths and 2 current hospitalizations. At this time, there are no specific trends to discuss, as there has not been any shifts in the types of cases reported. Director Sassenberg addressed contact tracing, how needs are currently being met and the possibility of switching to a regional contact tracing model or opting out. With the regional model there would be multiple agencies involved and a third party would manage the overall operations and scheduling of coverage for contact tracing. While this

would provide additional assistance with weekend coverage, the regional model is only scheduled to run through December 1, 2020 at this time. Additionally, the scheduled shift times would vary from regular business hours and include learning and transitioning to different systems our employees are not familiar with using. The consensus of the Board was to allow Director Sassenberg to make the final decision as she sees fit on whether or not to opt out of the regional model with support being expressed to opt out and partner with Brown County on contact tracing.

Director Sassenberg also provided updates on applications Health and Human Services has received in regards to the Nicollet County CARES Programs.

### **CARES Act: Community Resiliency Funding Program**

Director Sassenberg provided an overview of the proposed CARES program, Community Resiliency Funding.

The proposed program, Community Resiliency Funding, is to help meet the COVID-19 related needs of mental health and housing organizations either located in Nicollet County or contractually serving Nicollet County residents with the goal of promoting resiliency in these organizations and those they serve.

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve Nicollet County's CARES Act Community Resiliency Funding Program. Motion carried with all voting in favor on a roll call vote.

#### **RESOLUTION APPROVING NICOLLET COUNTY'S CARES ACT COMMUNITY RESILIENCY FUNDING PROGRAM**

**WHEREAS**, The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump on March 27th, 2020; and

**WHEREAS**, this over \$2 trillion economic relief package was established to provide economic and public health assistance to the American people impacted by the coronavirus (COVID-19) pandemic; and

**WHEREAS**, through the Coronavirus Relief Fund, the CARES Act provides \$150 billion of financial assistance for state, local and tribal governments who are navigating the impact of the COVID-19 pandemic; and

**WHEREAS**, The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (December 1, 2020 for Minnesota); and

**WHEREAS**, Nicollet County received \$4,146,361 of CARES Act funds; and

**WHEREAS**, on August 11, 2020 Nicollet County approved a CARES Act Funding Plan and Budget in accordance with guidance provided by the US Department of Treasury and Minnesota Office of Management and Budget; and

**WHEREAS**, US Treasury Guidance dated June 30, 2020 states that CARES Act Funds may be used for expenses of actions to facilitate compliance with COVID-19-related public health measures, expenses for acquisition and distribution of medical and protective supplies and expenses for public safety measures undertaken in response to COVID-19; and

**WHEREAS**, US Treasury Coronavirus Relief Fund Frequently Asked Questions dated July 8, 2020 states Cares Act funds may be used for consumer grant programs to prevent eviction and homelessness and may be used to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 pandemic.

**NOW, THEREFORE, BE IT RESOLVED**, that the Nicollet County Board of Commissioners approves the attached Nicollet County CARES Act Funding Program:

Nicollet County CARES Community Resiliency Funding Program

**BE IT FURTHER RESOLVED**, general administrative and policy changes may be made to these Programs by the Nicollet County Health & Human Services Director or Nicollet County Administrator without Nicollet County Board approval as guidance, need and circumstances change.

**BE IT FURTHER RESOLVED**, the Nicollet County Board of Commissioners has determined that expenditures for this Program:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (December 1, 2020 for Minnesota).

## Public Works

### Consider MnDOT Detour Agreement 1044820

Public Works Director, Seth Greenwood, appeared before the Board to request approval on MnDOT's Detour Agreement 1044820 and resolution.

MNDOT needs to make several repairs to TH 68 due to prior storm damage. The repair work will necessitate the closure of TH 68 and signing of a detour. MNDOT is requesting to utilize CSAH 24 and CSAH 37. The estimated length of time of the detour is 45 days. Compensation for the use of CSAH 24 and 37 is \$1,034.21. MnDOT is planning to start the repair work in September 2020.

Motion by Commissioner Kolars and seconded by Commissioner Kemp to approve the MnDOT Detour Agreement 1044820. Motion carried with all voting in favor.

## NICOLLET COUNTY

### RESOLUTION

IT IS RESOLVED that Nicollet County enter into MnDOT Agreement No. 1044820 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Highway No. 37 and No. 24 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 68 from Township Road T-145 to County State Aid Highway No. 45 under State Project No. 0710-120 (T.H. 68=083).

IT IS FURTHER RESOLVED that the \_\_\_\_\_ Board Chair  
(Title)  
and the \_\_\_\_\_ County Administrator  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

At the request of the Board, Director Greenwood provided an update on various road projects in the County.

## Commissioner Committee Reports

The Commissioners reported on various meetings and activities including:

**Commissioner Marie Dranttel**

- Budget Meeting
- Community Health Board Meeting
- One Watershed One Plan Meeting
- Family Food Distribution

**Commissioner Terry Morrow**

- Budget Meeting

**Commissioner Denny Kemp**

- Budget Meeting
- MRCI Executive Meeting
- Brown Nicollet Community Health Meeting
- AMC

**Commissioner Jack Kolars**

- Budget Meeting
- MAPO Meeting
- Traverse des Sioux Library Meeting

**Chair's Report**

- Budget Meeting
- Soil and Water Meeting
- Lower Minnesota River Watershed Meeting

**Approve Per Diems and Expenses**

Motion by Commissioner Kemp and seconded by Commissioner Kolars to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and authorize payment of those expenses and per diems by the Finance Office. Motion carried with all voting in favor.

**Adjourn**

Motion by Commissioner Kemp and seconded by Commissioner Morrow to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 9:54 a.m.

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JOHN LUEPKE, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

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RYAN KROSCH  
CLERK TO THE BOARD

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



|   |   |  |
|---|---|--|
| <b>Agenda Item:</b>   |   |  |
| Joint Powers agreement with Department of Public Safety BCA and Court Data Services   |   |  |
| Primary Originating Division/Dept.: Sheriff's Office  | Meeting Date: 09-22-20  |  |
| Contact: Dave Lange                      Title: Sheriff   | Item Type: Consent Agenda<br>(Select One)   |  |
| Amount of Time Requested              minutes   |   |  |
| Presenter: David Lange                      Title: Sheriff  | Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No        |  |
| County Strategy: Financial Security - prudent use of taxpayer resources<br>(Select One)   |   |  |
| <b>BACKGROUND/JUSTIFICATION:</b><br><br><p>This Joint Powers agreement with the State of Minnesota is for our agency to access the information compiled in the State Criminal Justice Data Communications Network . This is a renewal agreement which comes up every 5 years.</p> <p>The Court DATA agreement allows us to access certain court data through the BCA systems as well.</p> |   |  |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None  |   |  |
| Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No   |   |  |
| If "yes", when? (provide year; mm/dd/yy if known)   |   |  |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A   |   |  |
| <b>ACTION REQUESTED:</b>  |   |  |
| County board approval to accept grant and signatures of the Board Chair and County Administrator  |   |  |
| <b>FISCAL IMPACT:</b> Included in current budget<br>(Select One)<br><br>If "Other", specify   | <b>FUNDING</b><br>County Dollars = \$3.720.00<br><br><b>Grant</b><br>(Select One) |  |
| <b>FTE IMPACT:</b> No FTE change<br>(Select One)<br>If "Increase or "Decrease" specify:<br><br>Related Financial/FTE Comments:  | <b>Total</b>  |  |



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF NICOLLET  
ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF**

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

NOW, THEREFORE, BE IT RESOLVED by the County Board of Nicollet, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Nicollet on behalf of its County Attorney and Sheriff are hereby approved.
2. That the \_\_\_\_\_, \_\_\_\_\_, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
3. That the \_\_\_\_\_, \_\_\_\_\_, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
4. That John Luepke, the Chair of the County of Nicollet and Ryan Krosch, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

COUNTY OF NICOLLET

\_\_\_\_\_  
By: John Luepke  
Its Board Chair

ATTEST:

\_\_\_\_\_  
By: Ryan Krosch  
Its County Board Clerk

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of Nicollet on behalf of its Sheriff's Office ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

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

**Agreement**

**1 Term of Agreement**

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

**2 Agreement between the Parties**

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

**2.2 Methods of access.**

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

**A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

**B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

**C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

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

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

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

### **3 Payment**

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of Nine Hundred Thirty dollars (\$930.00) or a total annual cost of Three Thousand Seven Hundred Twenty dollars (\$3,720.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

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

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is David Lange, Sheriff, 501 S Minnesota Ave, PO Box 117, St Peter, MN 56082, (507) 931-1570, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

### **6 Liability**

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

## **7 Audits**

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

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

## **8 Government Data Practices**

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

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## **9 Investigation of alleged violations; sanctions**

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

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

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

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

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

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

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

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

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

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

## **10 Venue**

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

## **11 Termination**

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

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

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.

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

**1. AGENCY**

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

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

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

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

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

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

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

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

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

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

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

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

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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

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

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the County of Nicollet on behalf of its Sheriff's Office ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

## **Recitals**

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 182497, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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



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

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

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

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11.** [reserved]

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

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

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

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

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

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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



### 1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

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

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

### 4. COURTS

Authority granted to Bureau of Criminal Apprehension

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

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

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

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

## **CJDN Fee Structure**

Effective July 2018

### **Statements:**

**All** agencies receiving data from the BCA or through the BCA will be charged at least \$50 per-month. (Regardless if they are connected directly to us or not)

**Current paying** agencies will continue to pay their current monthly fee regardless of the method of connection. (Exception: See VPN agency charges below)

**New** agencies will pay \$50 per-month.

**Agencies** that are currently not paying any fees will be charged \$50 per-month.

**VPN** agencies will pay \$50 per-month plus \$15.00 per-fob p/m (for CJA & Private Law Firm ) or \$35 per-fob p/m (for NCJA).

\$100 one-time charge plus \$100.00 fob replacement charge (fobs have a 4-5 year renewal cycle).

\* BCA Master Agreement with Agency will have language added to reflect Agency/PLF arrangement. Agreement will also allow PLF to support multiple agencies with single connection.

### **Connection types:**

- 1. VPN – Site-Site Connection directly to BCA**
- 2. Direct (CJDN connection)**  
(Additional MN-IT billing is direct to agency upon BCA approving MN-IT CJDN WAN Agreement  
Agency shall have an appropriate agreement (Management Control Agreement with MN.IT))
- 3. Shared – Agency shares connection with another BCA connected agency**  
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)
- 4. Extended – Extending a network connection from a BCA connected agency to an existing agency.**  
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



|  |   |
|--|---|
| <b>Agenda Item:</b><br>End of Probations   |   |
| Primary Originating Division/Dept.: Human Resources<br><br>Contact: Jamie Haefner                      Title: Human Res. Dir.<br><br>Amount of Time Requested                      minutes<br><br>Presenter: Jamie Haefner                      Title: Human Res. Dir.   | Meeting Date: 9/22/2020<br><br>Item Type: Consent Agenda<br><small>(Select One)</small><br><br>Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No |
| County Strategy: Facilities and Space - preserve, maintain and build our assets<br><small>(Select One)</small>   |   |
| <b>BACKGROUND/JUSTIFICATION:</b><br><br>Health and Human Services<br>Director Cassie Sassenberg has requested the end of probation for Taylor Volk, Administrative Support Technician, effective September 11, 2020, Caitlin Kemp, Social Worker, effective September 30, 2020, Nicole Draeger, Administrative Services & Support Supervisor, effective September 30, 2020 and Stephanie Surdy, Social Worker, effective September 30, 2020.<br><br>Sheriff's Office<br>Nicollet County Sheriff Dave Lange has requested the end of probation for Dylan Johnson, part-time Correctional Officer, effective September 30, 2020.<br><br>Probation<br>Probation Director, Rich Molitor, has requested the end of probation for Brett Borchert, Probation Agent, effective September 30, 2020. |   |
| Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None   |   |
| Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No<br><br>If "yes", when? (provide year; mm/dd/yy if known)   |   |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A  |   |
| <b>ACTION REQUESTED:</b><br>Grant end of probationary status   |   |
| <b>FISCAL IMPACT:</b> Other<br><small>(Select One)</small><br><br>If "Other", specify<br><br><br><b>FTE IMPACT:</b> No FTE change<br><small>(Select One)</small><br>If "Increase or "Decrease" specify:<br><br>Related Financial/FTE Comments:   | <b>FUNDING</b><br>County Dollars =<br><br>Grant<br><small>(Select One)</small><br><br><b>Total</b>  |

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



|  |  |
|--|--|
| <b>Agenda Item:</b><br>Consider 2020 MNDOT TED Application Resolution  |  |
| Primary Originating Division/Dept.: Public Works/Highway<br><br>Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng.<br><br>Amount of Time Requested 10 minutes<br><br>Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.  | Meeting Date: 09/22/2020<br><br>Item Type: Regular Agenda<br><small>(Select One)</small><br><br>Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No |
| County Strategy: Facilities and Space - preserve, maintain and build our assets<br><small>(Select One)</small>   |  |
| <b>BACKGROUND/JUSTIFICATION:</b><br><br>MNDOT is soliciting applications for the 2020 Transportation Economic Development (TED)-Special Greater MN Solicitation. There is \$1.85 million available for local governments in Greater Minnesota to apply for that can be used for transportation infrastructure projects on state highways that support economic development. To be eligible, the first step was to submit a Expression of Interest form by August 7, 2020. The infrastructure project I submitted the expression of interest form was for the local cost participation in the interchanges that will be built at CSAH 12/24 and CSAH 37 as part of the TH 14 4-lane expansion from New Ulm to Nicollet. Nicollet County's total local commitment to these interchanges is \$3.5 million so I requested the full \$1.85 million in available TED funds.<br><br>To move forward in the application process Nicollet County has to pass a resolution supporting the TED application for this project. See attached resolution.<br><br>For more information on this program follow this link: <a href="http://www.dot.state.mn.us/funding/ted/2020-solicitation.html">http://www.dot.state.mn.us/funding/ted/2020-solicitation.html</a> |  |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None   |  |
| Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No<br><br>If "yes", when? (provide year; mm/dd/yy if known)   |  |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A  |  |
| <b>ACTION REQUESTED:</b><br>Approve attached resolution.   |  |
| <b>FISCAL IMPACT:</b> Other<br><small>(Select One)</small><br><br>If "Other", specify  | <b>FUNDING</b><br>County Dollars =<br><br>Grant<br><small>(Select One)</small><br><br><b>Total</b>   |
| <b>FTE IMPACT:</b> No FTE change<br><small>(Select One)</small><br>If "Increase or "Decrease" specify:<br><br>Related Financial/FTE Comments:  |  |



RESOLUTION TO SUPPORT THE  
TRANSPORTATION AND ECONOMIC DEVELOPMENT PROGRAM  
APPLICATION FOR THE TH 14 NEW ULM TO NICOLLET 4-LANE  
EXPANSION (NICOLLET COUNTY INTERCHANGE  
PARTICIPATION AT CR 37 AND CR 12/24)



BE IT RESOLVED that Nicollet County act as the legal sponsor for the TH 14 New Ulm to Nicollet 4-Lane Expansion (Nicollet County Interchange Participation at CR 37 and CR 12/24) project and requests funding from the Transportation Economic Development (TED) Program of the Minnesota Department of Transportation.

BE IT FURTHER RESOLVED that Nicollet County has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds and adequate construction of the proposed project.

BE IT FURTHER RESOLVED that Nicollet County has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, Nicollet County, may enter into an agreement with the State of Minnesota for the above-referenced project, and that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that, Nicollet County has committed \$1,650,000 towards the local match requirement.

BE IT FURTHER RESOLVED that, Nicollet County confirms if the project cost increases above the amount listed in the Application, Nicollet County will provide or secure all additional funds necessary to complete the project.

Nicollet County certifies that it will comply with all applicable laws, regulations, and rules of the Application.

BE IT FURTHER RESOLVED that the sources and uses, private investors, equity, and other financing commitment represented in the attached document are accurate.

NOW, THEREFORE BE IT RESOLVED that Board Chair and County Administrator, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project on behalf of the applicant.

Dated this 22<sup>nd</sup> day of September, 2020.

\_\_\_\_\_  
John Luepke, Chair  
Nicollet County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Ryan Krosch  
County Administrator and Clerk to the Board

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



|  |   |  |   |   |  |  |
|--|---|--|---|---|--|--|
| <b>Agenda Item:</b>  |   |  |   |   |  |  |
| Resolution Approving a CARES Act Mobile Public Health Trailer and Equipment Purchase   |   |  |   |   |  |  |
| Primary Originating Division/Dept.: Administration   | Meeting Date: 9/22/2020   |  |   |   |  |  |
| Contact: Ryan Krosch                      Title: County Administrator  | Item Type: Regular Agenda<br>(Select One)   |  |   |   |  |  |
| Amount of Time Requested 5              minutes  |   |  |   |   |  |  |
| Presenter:                                      Title:   | Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No                      |  |   |   |  |  |
| County Strategy: Facilities and Space - preserve, maintain and build our assets<br>(Select One)  |   |  |   |   |  |  |
| <b>BACKGROUND/JUSTIFICATION:</b><br><p>Nicollet County received \$4.1 million to assist with expenses incurred to respond to the COVID-19 pandemic. US Treasury Guidance states these funds can be used for a variety of purposes, including:</p> <p>Establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity; costs of providing COVID-19 testing, including serological testing; emergency medical response expenses, including emergency medical transportation, related to COVID-19; expenses for public safety measures undertaken in response to COVID-19; and expenses for acquisition and distribution of medical and protective supplies. Guidance further states CARES funds can be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures.</p> <p>Nicollet County encompasses 467 squares miles which creates a need to have a climate controlled and mobile public health trailer in order to respond to the COVID-19 pandemic to provide testing, vaccinations, protective supplies and other COVID-19 response. <span style="float: right;">+</span></p> |   |  |   |   |  |  |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None   |   |  |   |   |  |  |
| Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No  |   |  |   |   |  |  |
| If "yes", when? (provide year; mm/dd/yy if known)  |   |  |   |   |  |  |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A  |   |  |   |   |  |  |
| <b>ACTION REQUESTED:</b><br>Adopt the Resolution Approving a CARES Act Mobile Public Health Trailer and Equipment Purchase <span style="float: right;">+</span>  |   |  |   |   |  |  |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>FISCAL IMPACT:</b> No fiscal impact<br/>(Select One)<br/>           If "Other", specify         </td> <td style="width: 50%; vertical-align: top;"> <b>FUNDING</b><br/>           County Dollars =<br/>           Federal \$50,000<br/>           (Select One)<br/> <b>Total</b> \$50,000         </td> </tr> <tr> <td colspan="2"> <b>FTE IMPACT:</b> No FTE change<br/>(Select One)<br/>           If "Increase or "Decrease" specify:<br/>           Related Financial/FTE Comments:         </td> </tr> </table>  |   |  | <b>FISCAL IMPACT:</b> No fiscal impact<br>(Select One)<br>If "Other", specify | <b>FUNDING</b><br>County Dollars =<br>Federal \$50,000<br>(Select One)<br><b>Total</b> \$50,000 | <b>FTE IMPACT:</b> No FTE change<br>(Select One)<br>If "Increase or "Decrease" specify:<br>Related Financial/FTE Comments: |  |
| <b>FISCAL IMPACT:</b> No fiscal impact<br>(Select One)<br>If "Other", specify  | <b>FUNDING</b><br>County Dollars =<br>Federal \$50,000<br>(Select One)<br><b>Total</b> \$50,000 |  |   |   |  |  |
| <b>FTE IMPACT:</b> No FTE change<br>(Select One)<br>If "Increase or "Decrease" specify:<br>Related Financial/FTE Comments:   |   |  |   |   |  |  |



**RESOLUTION APPROVING NICOLLET COUNTY'S  
CARES ACT MOBILE PUBLIC HEALTH  
INCIDENT COMMAND TRAILER AND EQUIPMENT PURCHASE**



**WHEREAS**, The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump on March 27th, 2020; and

**WHEREAS**, this over \$2 trillion economic relief package was established to provide economic and public health assistance to the American people impacted by the coronavirus (COVID-19) pandemic; and

**WHEREAS**, through the Coronavirus Relief Fund, the CARES Act provides \$150 billion of financial assistance for state, local and tribal governments who are navigating the impact of the COVID-19 pandemic; and

**WHEREAS**, The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (December 1, 2020 for Minnesota); and

**WHEREAS**, Nicollet County received \$4,146,361 of CARES Act funds; and

**WHEREAS**, on August 11, 2020 Nicollet County approved a CARES Act Funding Plan and Budget in accordance with guidance provided by the US Department of Treasury and Minnesota Office of Management and Budget; and

**WHEREAS**, US Treasury Guidance dated September 2, 2020 states that CARES Act funds may be used for expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity; costs of providing COVID-19 testing, including serological testing; emergency medical response expenses, including emergency medical transportation, related to COVID-19; expenses for public safety measures undertaken in response to COVID-19; and expenses for acquisition and distribution of medical and protective supplies; and

**WHEREAS**, US Treasury Coronavirus Relief Fund Frequently Asked Questions (FAQ) dated September 2, 2020 states Cares Act funds may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures; and

**WHEREAS**, Nicollet County encompasses 467 squares miles which creates a need to have a climate controlled and mobile public health trailer in order to respond to the COVID-19 pandemic to provide testing, vaccinations, protective supplies and other COVID-19 response.

**NOW, THEREFORE, BE IT RESOLVED**, that the Nicollet County Board of Commissioners approves the purchase of a mobile public health incident command trailer and related equipment with a budget of \$50,000.

**BE IT FURTHER RESOLVED**, the Nicolet County Board of Commissioners has determined that these expenditures:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the County budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (December 1, 2020 for Minnesota).

Approved by the Board of Commissioners of Nicollet County, Minnesota this 22nd day of September, 2020.

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John Luepke, Nicollet County Board Chair

Attest:

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Ryan Krosch, County Administrator  
Clerk to the County Board



# Nicollet County Board of Commissioners Board Meeting Agenda Item



## Agenda Item:

Approval of the 2021 Preliminary Property Tax Levy and Setting the 2021 Levy and Budget Public Comment Meeting

Primary Originating Division/Dept.: Administration

Contact: Ryan Krosch

Title: County Administrator

Amount of Time Requested 10 minutes

Presenter: Ryan Krosch

Title: County Administrator

Meeting Date: 09/22/2020

Item Type: Regular Agenda  
(Select One)

Attachments: ☒ Yes ☐ No

County Strategy: Financial Security - prudent use of taxpayer resources  
(Select One)

## BACKGROUND/JUSTIFICATION:

Attached is a resolution that requests the following actions:

- Set the 2021 preliminary County property tax levy at \$23,782,117 (or a 2.99% increase)

- Set Thursday, December 3, 2020 at 6:30 p.m. at the Nicollet County Board Room as the 2021 tax levy and budget public comment meeting date, time and location.

Also attached is some information related to the proposed impact of the tax levy increase on various property classifications.


Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No

If "yes", when? (provide year; mm/dd/yy if known)

Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A

## ACTION REQUESTED:

Approve the attached resolution adopting the 2021 preliminary property tax levy and setting the budget and levy public comment meeting for Nicollet County. 

FISCAL IMPACT: Other  
(Select One)

If "Other", specify

## FUNDING

County Dollars =

\$23,782,117

Grant

(Select One)

FTE IMPACT: No FTE change  
(Select One)

If "Increase or "Decrease" specify:

Total

\$23,782,117

Related Financial/FTE Comments:

**2021 Preliminary Net Levy and Budget  
September 22, 2020**

|   | <u>Property Tax Levy</u> |                     |                   |                |
|---|--------------------------|---------------------|-------------------|----------------|
|   | <b>2020</b>              | <b>2021</b>         | <b>Difference</b> | <b>% (+/-)</b> |
| <b>Revenue Fund:</b>                        |                          |                     |                   |                |
| Administrative Services                     | \$3,348,559              | \$3,679,188         | \$330,629         | 9.87%          |
| Property & Public Services                  | \$2,626,985              | \$2,641,205         | \$14,220          | 0.54%          |
| Criminal Justice Services                   | \$6,874,603              | \$7,128,343         | \$253,740         | 3.69%          |
| Economic Development/Service Appropriations | \$252,259                | \$271,808           | \$19,549          | 7.75%          |
| Special Levy: HRA                           | \$120,786                | \$123,202           | \$2,416           | 2.00%          |
| Special Levy: Library                       | \$110,088                | \$110,088           | \$0               | 0.00%          |
| <b>Total Revenue Fund</b>                   | <b>\$13,333,280</b>      | <b>\$13,953,834</b> | <b>\$620,554</b>  | <b>4.65%</b>   |
| <b>Road &amp; Bridge Fund</b>               | <b>\$1,627,971</b>       | <b>\$1,724,861</b>  | <b>\$96,890</b>   | <b>5.62%</b>   |
| <b>Health &amp; Human Services Fund</b>     | <b>\$5,902,918</b>       | <b>\$5,880,451</b>  | <b>-\$22,467</b>  | <b>-0.38%</b>  |
| <b>Bonded Debt Fund</b>                     | <b>\$2,227,903</b>       | <b>\$2,222,971</b>  | <b>-\$4,932</b>   | <b>-0.22%</b>  |
| <b>TOTAL</b>                                | <b>\$23,092,072</b>      | <b>\$23,782,117</b> | <b>\$690,045</b>  | <b>2.99%</b>   |

1% Levy increase = \$230,921

## Payable 2020 vs 2021

23,658,915

Rate

58.616%

2020 County Rate

55.634

**Includes Regional Library**

### Taxable Market Values:

|                            |               |               |               |         |
|----------------------------|---------------|---------------|---------------|---------|
| Taxable Market Value       | 4,365,205,000 | 4,192,531,300 | (172,673,700) | (3.96)  |
| Total EMV New Improvements | 39,213,600    | 32,791,300    | (6,424,300)   | (16.38) |

### Example of Tax Increase on County Portion of Taxes

[illegible]

## Nicollet County Proposed 2021

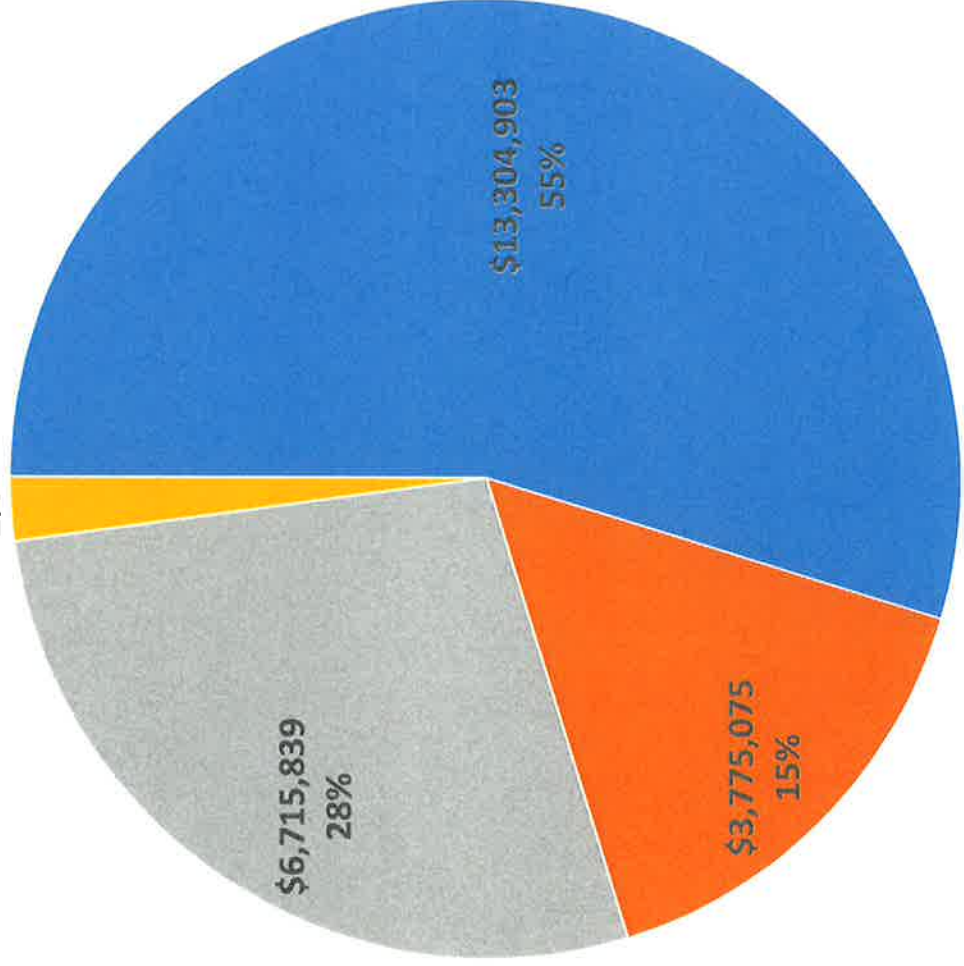
### Property Taxes -

#### Who Pays?

■ Residential ■ Commercial/Industrial ■ Agriculture ■ Utilities

\$525,676

2%



Agriculture excludes Ag Homestead (house, garage and 1 acre). This total is included with Residential. Total taxes in the chart does not include TIF property.



**RESOLUTION ADOPTING THE  
2021 PRELIMINARY PROPERTY TAX LEVY AND SETTING THE BUDGET AND  
LEVY PUBLIC COMMENT MEETING FOR NICOLLET COUNTY**

WHEREAS, the Nicollet County Budget Committee met on several occasions to review the 2021 Nicollet County preliminary budget and property tax levy; and

WHEREAS, pursuant to Minnesota Statute 375A.06 the 2021 Nicollet County preliminary budget and levy was prepared by the County Administrator with the input of all County Board Members and Nicollet County Department Heads; and

WHEREAS, to be in compliance with Minnesota Statute 275.065, the 2021 preliminary levy must be adopted and certified on or before September 30, 2020, and

WHEREAS, in further accordance with M.S. 275.065, taxing authorities must provide the county auditor, on or before the time it certifies its preliminary levy, with the time and place of a meeting in which the budget and levy will be discussed and public input allowed, and

WHEREAS, said meeting must occur after November 24, must not be held before 6:00 p.m. and must occur before the final 2021 budget and levy are approved.

NOW THEREFORE, BE IT RESOLVED, that the Nicollet County Board of Commissioners does hereby adopt the 2021 initial property tax levy for Nicollet County in the amount of \$23,782,117 (2.99% increase).

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Nicollet County Board of Commissioners does hereby establish Thursday, December 3, 2020 at 6:30 p.m. at the Nicollet County Board Room, Nicollet County Government Center, St. Peter, MN, as the designated meeting to discuss the 2021 proposed County levy and budget and to allow public input regarding these items. The 2021 final County levy and budget will be adopted at the Tuesday, December 15, 2020 regular County Board meeting.

Dated this 22nd day of September, 2020.

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John Luepke, Chair  
Nicollet County Board of Commissioners

ATTEST:

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Ryan Krosch  
County Administrator and Clerk to the Board

OFFICIAL PROCEEDINGS OF THE  
NICOLLET COUNTY DRAINAGE AUTHORITY  
September 8, 2020

The Nicollet County Drainage Authority met in regular session on Tuesday, September 8, 2020 at 10:00 a.m. with Chair John Luepke presiding. Commissioners Marie Dranttel, Terry Morrow, Jack Kolars, Denny Kemp and John Luepke were present. Also present were County Administrator Ryan Krosch, Recording Secretary Abigail Lewis and County Attorney Michelle Zehnder Fischer.

The meeting was held via teleconference pursuant to Minnesota Statute 13D.021 due to the coronavirus pandemic. There were no public comments submitted by email or phone. No members of the public requested to participate in the meeting by phone. The meeting was recorded and broadcast live online.

**Consent Agenda**

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the consent agenda items as follows: approval of the August 25, 2020 Drainage Authority minutes. Motion carried with all voting in favor.

**Public Hearing for Ditch Cleanings on CD30A**

At 10:00 a.m. Chair Luepke opened the public hearing for ditch cleanings on CD30A. Manager Kopet provided opening comments.

- a. Notices were mailed to all landowners of each ditch on August 10, 2020.
- b. Posting and publishing was not required by statute for this hearing.

Manager Kopet invited Ditch Inspector, Nate Henry, to the podium to present the ditch cleaning request. Nate Henry provided background on the two requests to clean CD30A. It is the recommendation of Inspector Henry to clean the main line of the ditch at this time and evaluate how the branches drain out at a later date. At 10:04 a.m., Chair Luepke opened the public comment portion of the meeting.

Wayne Gjerde, resident of Champlin, MN and property owner along the CD30A, appeared before the Board to request selective cleaning of this ditch, rather than cleaning of the whole ditch.

Public Services Manager, Jaci Kopet, read a letter from Tim Waibel, a resident in Courtland Township and property owner along CD30A, into record to voice Mr. Waibel's support for the cleaning of CD30A.

At 10:11 a.m. Chair Luepke closed the public comment portion of the hearing.

Commissioner Morrow inquired about the repair request for CD30A dated August 10, 2020 that was included in the packet as it requested CD30A and 19. Inspector Henry confirmed that the reference to 19 was in regards to branch 19 not CD19. Branch 19 is a portion of CD30A.

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to approve the cleaning requests of CD30A as recommended by Inspector Henry. Motion carried with all voting in favor.

**Continued Public Hearing for Ditch Cleanings on CD24A**

Inspector Henry provided background information on the request to clean CD24A and presented the cost estimates on the three proposed options from the meeting on August 25,

2020. Inspector Henry stated that cleaning the whole ditch or a portion of the ditch are the only two true options as it is not feasible to clean just the slides and the crossing repair. At 10:19 a.m., Chair Luepke opened the public comment portion of the meeting.

Mike Johnson, resident of North Mankato and property owner along CD24A, appeared before the Board to address his concerns regarding the ditch clean up.

Public Services Manager, Jaci Kopet, read a letter from Steve Michaels, a resident in North Mankato and property owner along CD24A, into record to voice Mr. Michael's support for the cleaning of the entire CD24A.

At 10:22 a.m. Chair Luepke closed the public comment portion of the hearing.

Commissioner Morrow inquired on the last time the ditch was cleaned and Inspector Henry confirmed that the last time CD24A was cleaned was in 1991.

Motion by Commissioner Dranttel and seconded by Commissioner Kemp to approve option one, to clean the entire CD24A, as presented by Inspector Henry. Motion carried with all voting in favor.

### **Closed Meeting**

#### **County Ditch 62A Improvement Project and Litigation**

At 10:25 a.m., Chair Luepke moved to a closed session of the Drainage Authority, as permitted under Minnesota Statute §13D.05, Subdivision 3(b), to discuss litigation regarding the improvement project on Nicollet County Ditch 62A. Individuals attending the closed meeting were: Commissioners Denny Kemp, Marie Dranttel, Terry Morrow, John Luepke and Jack Kolars; County Administrator Ryan Krosch; County Attorney Michelle Zehnder Fischer; County Engineer Seth Greenwood; Ditch Inspector Nate Henry and Public Services Manager Jaci Kopet.

At 10:58 a.m., Chair Luepke called the Drainage Authority back to session.

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to adjourn the meeting. The meeting adjourned at 10:58 a.m.

---

JOHN LUEPKE, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

---

RYAN KROSCH  
CLERK TO THE BOARD

**NICOLLET**  
**COUNTY** EST. 1853

|   |                                |   |
|---|--------------------------------|---|
| <b>Agenda Item:</b><br>Continued Public Hearing for Ditch Cleaning CD48A  |                                |   |
| Primary Originating Division/Dept.: Public Services   |                                | Meeting Date: 09/22/2020  |
| Contact: Jaci Kopet   | Title: Public Services Manager | Item Type: Regular Agenda<br>(Select One)                                   |
| Amount of Time Requested 5 minutes  |                                |   |
| Presenter: Jaci Kopet   | Title: Public Services Manager | Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No  |
| County Strategy: Programs and Services - deliver value-added quality services<br>(Select One)   |                                |   |
| <b>BACKGROUND/JUSTIFICATION:</b><br><br>This is a continued public hearing from August 25, 2020 regarding the cleaning of CD48A. During the public hearing it was discussed about the need to re-establish the drainage records as our records lack the as-built plans and the various changes that happened to the ditch throughout the years.<br><br>It is my recommendation to close the public hearing and move on with the request to re-establish the records for this ditch. |                                |   |
| Supporting Documents: <input type="radio"/> Attached <input type="radio"/> In Signature Folder <input checked="" type="radio"/> None  |                                |   |
| Prior Drainage Authority Action Taken on this Item: <input type="radio"/> Yes <input checked="" type="radio"/> No   |                                |   |
| If yes, when? (provide year; mm/dd/yy if known)   |                                |   |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A   |                                |   |
| <b>ACTION REQUESTED:</b><br><br>Close public hearing with no action   |                                |   |
| <b>FISCAL IMPACT:</b> Other<br>(Select One)<br><br>If "Other", specify  |                                | <b>FUNDING</b><br>Drainage Authority Dollars =<br><br>Grant<br>(Select One) |
| <b>FTE IMPACT:</b> No FTE change<br>(Select One)<br>If "Increase or "Decrease" specify:<br><br>Related Financial/FTE Comments:  |                                | <b>Total</b>  |



Nicollet County Drainage  
Authority Meeting  
Agenda Item



|  |  |
|--|--|
| <b>Agenda Item:</b><br>Reestablishment of Drainage Records for Nicollet County Ditch 48A   |  |
| Primary Originating Division/Dept.: Ditch Inspector/County Attorney<br><br>Contact: Michelle Zehnder Fischer      Title: County Attorney<br><br>Amount of Time Requested   15      minutes<br><br>Presenter: Michelle Zehnder Fischer      Title: County Attorney  | Meeting Date:<br><br>Item Type:    Regular Agenda<br><small>(Select One)</small><br><br>Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No                       |
| County Strategy:   Programs and Services - deliver value-added quality services<br><small>(Select One)</small>   |  |
| <b>BACKGROUND/JUSTIFICATION:</b><br><p>Ditch Inspector Nathan Henry received a petition from landowners to clean a portion of CD 48A. A portion of CD 48A is within public waters. To assess the needs of the system and the process for cleaning the system, Mr. Henry sought the opinion of Chris Otterness, PE, Houston Engineering, to provide an estimate for the preparation of a field survey and repair report.</p> <p>Mr. Otterness provided Mr. Henry with the estimated cost of preparing the field survey and repair report. Mr. Otterness also noted drainage system records lacked as-built plans and complete information about subsequent modifications to the system. Mr. Otterness recommended the reestablishment of the public drainage system record under Minn. Stat. § 103E.101, subd. 4a. Under Minn. Stat. § 103E.101, subd. 4a, a reestablishment of the drainage record is warranted when the system records are lost, destroyed, or they are otherwise incomplete. Mr. Otterness opined that the record is incomplete as it lacks either design plans or as-built plans.</p> <p>Mr. Otterness recommended that the Board first decide whether to order the reestablishment of the drainage system record before authorizing the preparation of the survey as the reestablishment of the record would impact the survey. <span style="float: right;">+</span></p> |  |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None   |  |
| Prior Drainage Authority Action Taken on this Item: <input checked="" type="radio"/> Yes <input type="radio"/> No  |  |
| If yes, when? (provide year; mm/dd/yy if known)                      August 25, 2020   |  |
| Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A  |  |
| <b>ACTION REQUESTED:</b><br>The Board consider the recommendation to reestablish the drainage system record for CD 48A. If the Board orders the reestablishment, proposed findings and an Order are attached for its consideration.  |  |
| <b>FISCAL IMPACT:</b> Other<br><small>(Select One)</small><br><br>If "Other", specify   Cost would be allocated to the drainage system <span style="float: right;">+</span>  | <b>FUNDING</b><br>Drainage Authority Dollars = \$8,700 estimate for reestablishment <span style="float: right;">+</span><br><br>Other<br><small>(Select One)</small><br><br><b>Total</b> |
| <b>FTE IMPACT:</b> No FTE change<br><small>(Select One)</small><br>If "Increase or "Decrease" specify:<br><br>Related Financial/FTE Comments:  |  |

**VIA Email: Nathan.Henry@co.nicollet.mn.us**

August 21, 2020

Nate Henry, County Drainage Inspector  
Nicollet County  
501 South Minnesota Avenue  
St. Peter, MN 56082

**Subject: Proposal for Engineering Services on Nicollet County Ditch 48A**

Dear Nate:

We are pleased to provide a proposal for engineering and surveying services related to a repair on County Ditch 48A in Nicollet County. **Attachment A** describes our intended scope of work and provides an estimated compensation based on the proposed scope of services for completing the project. We understand that some benefitting landowners have concern regarding the current condition of the public drainage system south of CSAH 5 and are intending to petition for repair. Due to two public waters along this portion of the public drainage system and undocumented modifications of the system, there may also be a need to correct the public drainage system record. The scope describes two distinct components that include (1) field survey and repair report for the portion of the system south of CSAH 5; and (2) assistance with reestablishment of the drainage system record. The cost for both components is provided in the attachment. Nicollet County may decide to complete just the repair report, or both tasks, based on your needs. However, please note that completing both tasks at this time will provide greater certainty to both you and regulating agencies that the proposed work fits within a definition of a repair, and will provide clarity to the Drainage Authority and benefitting landowners in future management of the system.

If you would like us to proceed with this work, please let me know which scope you have decided upon, and I will draft a Client Services Agreement for providing these engineering services..

We are excited about the opportunity to serve Nicollet County and its landowners that rely on public drainage systems! If you have any questions regarding our proposal, please contact me directly at 763.913.2340 or via email at [cotterness@houstoneng.com](mailto:cotterness@houstoneng.com).

Sincerely,  
HOUSTON ENGINEERING, INC.



Chris C. Cotterness, PE  
Project Manager  
Cell: 763.913.2340  
[cotterness@houstoneng.com](mailto:cotterness@houstoneng.com)

## **ATTACHMENT A. PROPOSED SCOPE OF WORK**

The project purpose is evaluating repair alternatives to restore the drainage function on Nicollet County Ditch 48A south of CSAH 5. The following tasks describes HEI's anticipated scope of work.

### **Base Task: Field Survey and Repair Report South of CSAH 5**

HEI will begin by establishing horizontal and vertical survey control including benchmarks for the survey area. Our field survey crew will next gather survey data and system condition information necessary to determine the As-Constructed and Subsequently Improved Condition (ACSIC) to evaluate repair alternatives to restore drainage function.

The field surveyed information to be collected includes:

- Channel and left- and right-bank profile elevations at approximately 200-foot spacing
- Channel cross-sections at approximately 1,000-foot spacing
- Soil borings or probes to the hard-bottom interface for the purposes of determining the ACSIC elevation at approximately 1,000-foot spacing
- Culvert crossing dimensions and invert elevations
- Locations of visible bank instability or erosion
- Photographs at bridge and culvert crossings, channel cross-sections, visible side inlets, tile outlets, and instability or erosion locations

HEI will prepare plan and profile drawings using the field survey data to show the soil borings, culvert crossings, current elevations, and alignment of the drainage system. Additionally, the drawings will include ditch stationing, existing ditch bottom and left and right bank profiles, soil boring elevations, Public Land Survey System (PLSS) sections, road labels, county parcels, parcel numbers and owner names, surveyed private laterals and tile outlets, and Public Waters and National Wetland Inventory data. Plan sheets will be 11" x 17" and scaled to approximately 4,500 lineal feet per sheet.

A report will be prepared that includes an overview of the drainage systems condition, repair recommendations, opinion of probable cost, and preliminary construction plans for the recommended alternative. Additionally, the report will include an evaluation of regulatory considerations and their effect on the feasibility of repair alternatives. HEI will provide a draft report, complete a conference call with the County to review the analysis, and attend and present at a public hearing. The presentation will include project maps, plans, and other graphics indicating the purposes for the repair, proposed alternatives examined, properties benefiting from the public drainage system, and the extent of repairs.

### **BASE TASK DELIVERABLES**

Our project scope and cost estimate will allow us to deliver:

1. Digital field survey data (.csv and .shp format)
2. Draft and final repair report including plan-profile drawings
3. Attend and present at a public hearing on the repair report

### **Optional Task: Reestablishment of Drainage System Records**

We understand there is some uncertainty as to the history and established grade of the CD 48A system, due to the lack of an as-built plan and undocumented modifications of the system. For systems with these uncertainties and potential regulatory considerations, we recommend completing a reestablishment of the public drainage system record per MN Statute 103E.101 Subd. 4a. This will provide you, the benefiting,

landowners, and regulating agencies clarity on the as-constructed and subsequently improved condition (ACSIC), which is the legal basis for management of the system (including repairs). Since this system flows through a public water wetland (which is within MnDNR jurisdiction), the determination of an ACSIC and memorialization of it through a legal proceeding becomes even more important.

If ordered to complete this task, HEI will complete survey of CD 48A north of CSAH 5 in conjunction with the survey required for the repair report (as described above). HEI will then review available historic records provided by Nicollet County to guide the determination of the alignment, grade, and cross-section of the ACSIC. We will also review available historical aerial imagery to confirm or identify the as-constructed alignment.

HEI will then draft a technical report that includes a summary of background information about the public drainage system establishment and describes the process used to determine the system's ACSIC alignment, grade, and geometry following MS 103E.101(4a). We will provide a draft memorandum to the County for review and after receiving comments, we will finalize the report and present the findings at a public hearing to reestablish drainage system records. If the County chooses to complete this optional task, we recommend that it be completed prior to development of the repair report, as the work will help inform and guide the recommended repair.

## DELIVERABLES

Our project scope and cost estimate will allow us to deliver:

1. Digital field survey data (.csv and .shp format)
2. Draft and final report to reestablish records
3. Attend and present at a public hearing to reestablish records

## ASSUMPTIONS

The estimated compensation associated with completing the proposed scope of work is based on the following assumptions:

1. Field survey will not require the use of watercraft (i.e. water depth will be limited to chest wader depth).
2. All available historic drainage system records will be shared with HEI.
3. Nicollet County will provide one set of comments on the draft reports.
4. Costs do not include on-site wetland delineations or any local, state, or federal permitting (this is expected to be completed, as needed at a later date after a repair project is ordered).
5. Repair report will evaluate a single repair alternative.

## ESTIMATED COMPENSATION

Compensation for completing the tasks described in the Scope of Work and will be billed on a time and materials basis with the cost not to exceed the amount shown below without approval by Nicollet County.

|   |                 |
|---|-----------------|
| <b>Base Task:</b> Field Survey and Repair Report .....          | \$13,100        |
| <b>Optional Task:</b> Reestablish Drainage System Records ..... | \$ 8,700        |
| <b>TOTAL COST</b> .....   | <b>\$21,800</b> |

## PROJECT SCHEDULE

HEI will begin work on the project once a signed contract between HEI and Nicollet County is executed (see attached *HEI General Terms and Conditions*). It is anticipated that field survey will occur prior to freeze-up in the fall of 2020, a public hearing to reestablish records in early 2021, and a public hearing on the repair report in spring 2021.

Engineering Services Nicollet CD 48A  
August 21, 2020  
Page 3

### Additional Services

HEI can provide an array of additional services to further support development and progression of the repair project, that are outside of this scope.

The additional services may include:

- Digitizing drainage system records;
- Support to obtain regulatory approval for of the preferred repair alternative;
- Drone survey;
- Contract documents suitable for a public bidding process; and
- Construction management.

The cost for these additional services can be provided on request and we would be happy to discuss the options with you.

**BEFORE THE NICOLLET COUNTY BOARD OF  
COMMISSIONERS, ACTING AS DRAINAGE AUTHORITY  
FOR COUNTY DITCH 48A**

**Findings of Fact and Order Initiating  
Reestablishment of Drainage Records,  
Pursuant to Minnesota Statutes 103E.101,  
Subd. 4a**

**WHEREAS**, the Nicollet County Board of Commissioners is the Drainage Authority for Nicollet County Ditch 48A; and

**WHEREAS**, the Nicollet County Board of Commissioners, acting as Drainage Authority for Nicollet County Ditch 48A, has been informed by a registered engineer reviewing a possible repair project that the records establishing the alignment, cross-section, profile, or right-of-way of County Ditch 48A, appears to have been lost, destroyed or otherwise incomplete.

**NOW, THEREFORE**, based on the above facts, the Nicollet County Board of Commissioners, acting as Drainage Authority for Nicollet County Ditch 48A, makes the following Findings of Fact and Order:

**FINDINGS OF FACT**

1. That the records for Nicollet County Ditch 48A establishing the alignment, cross-section, profile or right-of-way administered by the Nicollet County Board of Commissioners, have been lost, destroyed or are otherwise incomplete.

**ORDER**

**NOW, THEREFORE**, it is hereby ordered that the Nicollet County Board of Commissioners, acting as Drainage Authority for Nicollet County Ditch 48A, on its own motion, initiates the process for the reestablishment of the drainage system records for Nicollet County Ditch 48A, pursuant to Minnesota Statutes 103E.101, Subd. 4a. That further, Chris Otterness of Houston Engineering, a professional engineer licensed in Minnesota, is appointed to prepare a report as required under Minnesota Statutes 103E.101, Subd. 4a, and submit it to the Nicollet

County Board of Commissioners, acting as Drainage Authority for Nicollet County Ditch 48A.

That upon submittal of the Engineer's Report, the hearing process, under Minnesota Statutes 103E.101, Subd. 4a, shall be followed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

NICOLLET COUNTY BOARD OF  
COMMISSIONERS, ACTING AS DRAINAGE  
AUTHORITY FOR NICOLLET COUNTY DITCH  
48A

By \_\_\_\_\_  
Its Chairperson

ATTEST:

\_\_\_\_\_