

## Board of Commissioners and Drainage Authority Agenda

**June 14, 2022**

Commissioners: Marie Dranttel- Board Chair; Jack Kolars- Vice Chair; John Luepke; Terry Morrow; Dave Haack

---

**9:00 a.m. Call Board of Commissioners Meeting to Order: Chair Dranttel**

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
  - a. [May 24, 2022 Board Minutes](#)
  - b. Approval of Bills
  - c. [End of Probations](#)
5. Public Appearances

**9:05 a.m.**

6. Public Works
  - a. [Final Payment for Project SP 052-612-008](#)
  - b. [Final Payment for Project SP 052-613-021](#)
  - c. [MnDOT Turnback Agreement 1048520 and Resolution](#)
  - d. [MnDOT Master Partnership Contract and Resolution](#)

**9:40 a.m.**

7. County Attorney Update
8. Chair's Report
9. Commissioner Committee Reports
10. Commissioner Meetings & Conferences
11. Approve Per Diems and Expenses
12. Adjourn Board of Commissioners Meeting

**9:45 a.m. Call Drainage Authority Meeting to Order: Chair Dranttel**

1. Approval of Agenda
2. Approval of Consent Agenda:
  - a. [May 24, 2022 Drainage Authority Minutes](#)
3. Public Appearances
4. Adjourn Drainage Authority Meeting

---

### Mission Statement

Providing efficient services  
with innovation and  
accountability.

### Vision Statement

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

### Core Values

Leadership. Integrity.  
Accountability.  
Efficiency. Innovation.

## Board of Commissioners and Drainage Authority Agenda

**June 14, 2022**

Commissioners: Marie Dranttel- Board Chair; Jack Kolars- Vice Chair; John Luepke; Terry Morrow; Dave Haack

### **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 (\*).

**Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or [mandy.landkamer@co.nicollet.mn.us](mailto:mandy.landkamer@co.nicollet.mn.us).**

#### June 2022:

- June 13 – Board of Appeals and Equalization Meeting, 6:30 p.m., Nicollet County Board Room, St. Peter\*
- June 14 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*
- June 14 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*
- June 14 – Personnel Committee Meeting, following the adjournment of the Nicollet County Board Meeting; Nicollet County Board Room, St. Peter
- June 20 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m.; Nicollet County Board Room, St. Peter \*
- June 21 – Individual Department Head Meeting – Health and Human Services, 8:15 a.m.; Nicollet County Board Room, St. Peter \*
- June 21 – County Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter\*
- June 22 – Nicollet County Township Association Meeting; 7:00 p.m.; American Legion, 715 N 3<sup>rd</sup> St., Nicollet, MN\*
- June 23 – BNEH Executive Committee Meeting; 8:15 a.m.; held via Zoom\*
- June 28 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*
- June 28 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*

#### July 2022:

- July 12 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*
- July 12 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*
- July 18 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m.; Nicollet County Board Room, St. Peter \*
- July 19 – Individual Department Head Meeting – Human Resources, 8:15 a.m.; Nicollet County Board Room, St. Peter \*
- July 19 – County Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter\*
- July 22 – Personnel Committee Meeting, Closed for LELS Licensed Mediation, 9 a.m. - 4 p.m.; Nicollet County Board Room, St. Peter
- July 22 – BNEH Full Board Meeting; 9:00 a.m.; New Ulm Law Enforcement Center, 15 S Washington St, New Ulm\*
- July 26 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*
- July 26 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*

#### Mission Statement

Providing efficient services with innovation and accountability.

#### Vision Statement

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

#### Core Values

Leadership. Integrity.  
Accountability.  
Efficiency. Innovation.



**MAY 24, 2022**  
**OFFICIAL PROCEEDINGS OF THE**  
**BOARD OF COUNTY COMMISSIONERS**

The Nicollet County Board of Commissioners met in regular session on Tuesday, May 24, 2022, at 9:00 a.m. Commissioners Marie Dranttel, John Luepke, Jack Kolars, Terry Morrow, and David Haack were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer, and Recording Secretary Sarah Frahm.

**Approval of Agenda**

Motion by Commissioner Morrow and seconded by Commissioner Luepke to approve the agenda. Motion carried with all voting in favor.

**Consent Agenda**

Motion by Commissioner Kolars and seconded by Commissioner Haack to approve the consent agenda items as follows:

1. May 10, 2022 Board Meeting Minutes;
2. Out of State Travel Request – PPSD Amplify Conference
3. Out of State Travel Request – NADCP Conference
4. Renewal of Liquor/Tobacco License
5. Legal Services Contract for CHIPS Cases
6. Acknowledgement of the Auditor's Warrants, and approval of the Commissioner Warrants as presented for the following amounts:
  - a. General Revenue Fund - \$122,982.68;
  - b. Road & Bridge Fund - \$57,612.27;
  - c. Human Services Fund \$148,788.82;
7. End of Probation for Jessica Elofson, Public Health Nurse, effective June 1, 2022

Motion carried with all voting in favor.

**Public Appearances**

There were no public appearances.

**Property Services**

***May 16, 2022 Planning & Zoning Advisory Commission Meeting***

Deputy Zoning Administrator Crawford came before the Board to request consideration of the following conditional use permit requests and findings of fact from the May 16, 2022 Planning & Zoning Advisory Commission Meeting:

1.)

Hoffman Construction Company / John Heymann	PLN22-04	Conditional use permit for mineral extraction
--	----------	--

Motion by Commissioner Luepke and seconded by Commissioner Morrow to accept the Planning & Zoning Advisory Commission's May 16, 2022 report, recommendations, and findings as submitted therein. Motion carried with all voting in favor.

2.)

Wayne & Shelly Havemeier	PLN22-05	Conditional use permit for a swine feedlot
--------------------------	----------	--

Motion by Commissioner Luepke and seconded by Commissioner Morrow to accept the Planning & Zoning Advisory Commission's May 16, 2022 report, recommendations, and findings as submitted therein. Motion carried with all voting in favor.

## **Public Works**

### ***Consider Award of 2022 Bituminous Materials (Asphalt Emulsion) Contract***

Director Greenwood came before the Board and presented the results of the bid opening from May 23, 2022. Flint Hills Resources provided the low bid that the County will move forward with.

Motion by Commissioner Morrow and seconded by Commissioner Kolars to accept the bid of Flint Hills Resources. Motion carried with all voting in favor.

## **Finance**

### ***Negative Drainage System Fund Balance Transfer***

Director McCormick came before the Board to seek approval to temporarily transfer funds from the General Fund to the Drainage System fund, which currently has a negative balance of \$1,844,310.05. The funds are to be repaid at a 4% interest rate as funds allow.

Motion by Commissioner Morrow and seconded by Commissioner Kolars to approve the resolution. Motion carried with all voting in favor on a roll call vote.

## **Attorney**

### ***Prosecutor by Karpel – Record Management System***

County Attorney Zehnder Fischer came before the Board to seek approval to enter into a contract with Karpel record management software. The software will offer more efficiencies and enhancements as compared to the MCAPS system currently being used.

Motion by Commissioner Morrow and seconded by Commissioner Luepke to authorize Attorney Zehnder Fischer to enter into a contract with Karpel. Motion carried with all voting in favor.

### ***South Central Multi-County HRA – AmberField Properties***

County Attorney Zehnder Fischer came before the Board seeking permission to enter into an agreement with Attorney Scott Anderson. The outside counsel will assist the County in reviewing the bond and related documents concerning the AmberField properties.

Motion by Commissioner Morrow and seconded by Commissioner Haack to approve entering into an agreement with Mr. Anderson. Motion carried with all voting in favor on a roll call vote.

## **County Attorney Update:**

County Attorney Zehnder Fischer had the opportunity to take part in a presentation for staff at the Security Hospital regarding the collaboration that occurs when criminal events happen on campus.

### **Chair's Report**

- North Mankato HHS building tour

### **Commissioner Committee Reports**

The Commissioners reported on various meetings and activities, including:

#### **Commissioner David Haack**

- North Mankato HHS building tour
- State Radio Board Finance Committee
- SHIP Adolescent Chemical Wellness Partnership

#### **Commissioner John Luepke**

- Clubhouse tour
- South Central Co-op- Climate change presentation
- Workshop
- SHIP Adolescent Chemical Wellness Partnership
- Rural MN Energy Board

#### **Commissioner Terry Morrow**

- St. Peter Regional Treatment Center meeting (with Attorney Michelle Zender Fischer)
- Tri-County Solid Waste Board meeting

#### **Commissioner Jack Kolars**

- REDA
- MVAC
- Board Workshop
- Traverse de Sioux
- North Mankato HHS Tour
- Immtrack
- County Board

### **Approve Per Diems and Expenses**

Motion by Commissioner Luepke 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 Luepke and seconded by Commissioner Morrow to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 9:24 a.m.

---

MARIE DRANTTEL, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

---

MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



<b>Agenda Item:</b> End of Probations		
Primary Originating Division/Dept.: Human Resources		Meeting Date: 06/14/2022
Contact: Kristy Larson	Title: HR Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter: Kristy Larson	Title: HR Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b> Sheriff's Office Sheriff Dave Lange has requested the end of probation for Jordan Volk, part-time Correctional Officer, effective May 28, 2022.		
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		
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> Grant end of probationary status		
<b>FISCAL IMPACT:</b> Other (Select One) If "Other", specify		<b>FUNDING</b> County Dollars = Grant (Select One)
<b>FTE IMPACT:</b> No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		<b>Total</b>

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



**Agenda Item:**

Consider Final Payment for Project SP 052-612-008

Primary Originating Division/Dept.: Public Works-Highway

Contact: Seth Greenwood, P.E. Title: PWD/Co. Engineer

Amount of Time Requested: 5 minutes

Presenter: Seth Greenwood, P.E. Title: PWD/Co. Engineer

Meeting Date: 06/14/2022

Item Type: Regular Agenda  
(Select One)

Attachments: ☐ Yes ☒ No

County Strategy:  
(Select One)

Facilities and Space - preserve, maintain and build our assets

**BACKGROUND/JUSTIFICATION:**

The CSAH 12 grade raise and reconstruction project is complete and final payment can now be made.

Final Payment Amount \$60,033.62

Final Contract Value \$5,557,862.12

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:**

Accept project SP 052-612-008 as complete and authorize final payment to Mathiowetz Construction Co. in the amount of \$60,033.62

**FISCAL IMPACT:** Other  
(Select One)

If "Other", specify:

**FUNDING**

County Dollars =

State \$60,033.62

(Select One)

**FTE IMPACT:** No FTE change  
(Select One)

**Total:** \$60,033.62

If "Increase or "Decrease," specify:

Related Financial/FTE Comments: Funds are made up of FHWA ER, State Aid Disaster, State Aid Park Road Account, and State Aid Regular Construction Funds



Nicollet County Board of Commissioners  
Board Meeting Agenda Item



**Agenda Item:**

Consider Final Payment for Project SP 052-613-021

Primary Originating Division/Dept.: Public Works-Highway

Meeting Date: 06/14/2022

Contact: Seth Greenwood, P.E. Title: PWD/Co. Engineer

Item Type: Regular Agenda  
(Select One)

Amount of Time Requested: 5 minutes

Presenter: Seth Greenwood, P.E. Title: PWD/Co. Engineer

Attachments: ☐ Yes ☒ No

County Strategy:  
(Select One)

Facilities and Space - preserve, maintain and build our assets

**BACKGROUND/JUSTIFICATION:**

The CSAH 13 concrete overlay project is complete and final payment can now be made. 506th St to TH 99 (5.3 miles)

Final Payment Amount \$49,137.27

Final Contract Value \$4,913,726.84

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:**

Accept project SP 052-613-021 as complete and authorize final payment to Croell, Inc. in the amount of \$49,137.27

**FISCAL IMPACT:** Other  
(Select One)

**FUNDING**  
County Dollars =

If "Other", specify:

State \$49,137.27  
(Select One)

**FTE IMPACT:** No FTE change  
(Select One)

**Total:** \$49,137.27

If "Increase or "Decrease," specify:

Related Financial/FTE Comments: Funds are made up of FHWA, State Aid Regular Construction, and CRRSSA(FHWA COVID Funds) Funds



# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b> Consider MnDOT Turnback Agreement 1048520 and Resolution	
Primary Originating Division/Dept.: Public Works-Highway  Contact: Seth Greenwood, P.E.      Title: PWD/County Engineer  Amount of Time Requested: 15 minutes	Meeting Date: 06/14/2022  Item Type: Regular Agenda (Select One)
Presenter: Seth Greenwood, P.E.      Title: PWD/County Engineer	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)	
<b>BACKGROUND/JUSTIFICATION:</b> As part of the MnDOT TH 14 expansion project, from New Ulm to Nicollet, MnDOT is constructing new alignments of CSAH 12, 24 and 37. Upon completion of construction of these CSAH segments MnDOT will transfer jurisdiction back to the County. The attached MnDOT Turnback agreement identifies the extent of those turnback segments.  A copy of the Turnback Agreement and Resolution are attached to this agenda item.	
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> Approve MnDOT Turnback Agreement #1048520 and resolution.	
<b>FISCAL IMPACT:</b> Other (Select One)  If "Other", specify:	<b>FUNDING</b> County Dollars =  State (Select One)
<b>FTE IMPACT:</b> No FTE change (Select One)	<b>Total:</b>
If "Increase or "Decrease," specify:  Related Financial/FTE Comments:	

**STATE OF MINNESOTA  
TRUNK HIGHWAY  
JURISDICTIONAL TRANSFER  
NICOLLET COUNTY  
("TURNBACK") AGREEMENT**

State Project Number (S.P.):	<u>5202-58</u>
Trunk Highway Number:	<u>14</u>
Control Section Number:	<u>5202</u>

**Purpose: State transfer of County State Aid Highway ("C.S.A.H.") No. 37, No. 12, and No. 24 to the County of Nicollet**

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT") and Nicollet County, a political subdivision of the State of Minnesota acting through its Board of Commissioners ("Political Subdivision").

**RECITALS**

---

1. Minnesota Statutes §161.20 authorizes MnDOT to enter into agreements with other governmental authorities to carry out the purposes of Minnesota Statutes Chapter 161; and
2. The Political Subdivision is a Road Authority as defined in Minnesota Statutes §160.02 (subd. 25); and
3. MnDOT has determined that portions of C.S.A.H. 37, C.S.A.H. 12, and C.S.A.H. 24 as shown in Exhibit "A" - Turnback Areas ("Roadway Segments") are no longer needed for trunk highway purposes; and
4. The parties agree that Political Subdivision is the proper road authority; and
5. MnDOT has determined that the Roadway Segments will revert to another road authority in accordance with Minnesota Statutes §161.16 and MnDOT has further determined that the Political Subdivision is the proper road authority; and
6. Minnesota Rules Chapter 8820, State-Aid Operations govern eligibility and requirements for adding roadways to state aid roadway systems; and
7. The parties have entered into this Agreement to provide for the orderly reversion of the Roadway Segments to the jurisdiction of the Political Subdivision.

**AGREEMENT**

---

**1. Effective Date; Survival of Terms**

This Agreement will be effective on the date last signed below by the parties and by such other State of Minnesota officials as required by Minnesota Statutes §16C.05. This Agreement will remain in effect until MnDOT has (1) served a Notice of Release. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration of this Agreement.

**2. Identification of Trunk Highway Segment; Right-of-Way Determination**

The Roadway Segments covered by this Agreement are described as portions of C.S.A.H. 12, C.S.A.H. 24, and C.S.A.H. 37 as shown in Exhibit "A" – Turnback Areas, which is attached and incorporated into this Agreement. MnDOT will confer with Political Subdivision determining the final right-of-way limits prior to transfer of jurisdiction to the Political Subdivision.

**3. Notice of Release; Future Responsibility; Conveyance Documents**

- 3.1. *Notice of Release.*** MnDOT will deliver to the Political Subdivision a "Notice of Release" citing the effective date of release ("Effective Date"). Upon the Effective Date, the Roadway Segments are released from MnDOT's jurisdiction, and the Political Subdivision is the Road Authority with jurisdiction over the Roadway Segments and will assume all responsibility of the Roadway Segments and of all structures and facilities that are a part of the Roadway Segments.
- 3.2. *Conveyance Documents.*** Subsequent to issuing the Notice of Release, MnDOT will prepare and execute necessary and appropriate documents conveying MnDOT's interest, if any, in the Roadway Segments to the Political Subdivision.

**4. Delivery of Records**

Following delivery of the Notice of Release, MnDOT will, upon request, provide the Political Subdivision with available records concerning the Roadway Segments. Such records must be in MnDOT's possession, and will be released only if such release is lawful under the provisions of the Minnesota Government Data Practices Act. Such records may include the following:

- (a) A list of active maintenance agreements, including signal and routine maintenance agreements with other governmental agencies that will be cancelled, and a list of agreements with utility companies that will be cancelled;
- (b) Records concerning utility permits, drainage permits, driveway, and other access permits, advertising and sign permits, and other limited-use permits;
- (c) Construction plans and records, as-built construction plans (if available);
- (d) Bridge inspection reports and ratings;
- (e) Aerial photos and other photo and video files, in either hard copy or digital form;
- (f) Right-of-way maps and parcel files;
- (g) Inventory Data;
- (h) Pavement condition ratings;
- (i) Traffic signal files including timing sequence information and repair history;
- (j) Crash reports and statistics;
- (k) Most current traffic counts;
- (l) Alignment ties, horizontal and vertical control monuments, and related data;
- (m) Partially or fully completed plans for construction projects;
- (n) Road opening and right-of-way documentation.

**5. Responsibility for Claims**

MnDOT will remain responsible, to the extent authorized by Minnesota Statutes §3.736 and other applicable law, for claims related to construction, maintenance, and operation of the Roadway Segments during the period when they were a part of a state trunk highway to the extent the claims are a result of MnDOT's acts and omissions, even if such claims are filed after the Political Subdivision receives the Notice of Release. The Political Subdivision will be responsible for claims arising out of its own construction, maintenance, or operation of the Roadway Segments after it received the Notice of Release.

**6. Release of Claims; Covenant not to Sue**

By accepting the roadways, the Political Subdivision releases MnDOT from any and all claims related to the condition of the Roadway Segments, regardless of whether such claims result from surface or sub-surface conditions, and regardless of whether such conditions were known or unknown at the time of reversion. The political subdivision is encouraged to perform its own geotechnical explorations and will not rely on previous geotechnical studies performed by MnDOT. The Political Subdivision covenants not to sue MnDOT or any other state agency or official with respect to MnDOT's decision to make the reversion or for any claim arising out of the condition of the Roadway Segments.

**7. General Provisions**

- 7.1. Venue.** Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 7.2. Termination.** This Agreement may be terminated only by mutual written agreement of the parties, except that MnDOT may terminate this Agreement if it does not obtain funding from the Minnesota Legislature.
- 7.3. Suspension.** MnDOT may suspend its payment obligations under this Agreement in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. The period of suspension will end when MnDOT is legally authorized to resume such payments.
- 7.4. Severability.** If any provision of this Agreement is found to be invalid or unenforceable, such provision will not affect the validity or enforceability of any other provision of this Agreement, which will remain in force and effect.
- 7.5. Merger.** This Agreement contains all prior negotiations and agreements between MnDOT and the Political Subdivision. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.6. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.7. Government Data.** This Agreement, and any data exchanged by the parties pursuant to this Agreement, will be "government data" and subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
- 7.8. State Audits.** The books, records, documents, and accounting practices and procedures of the Political Subdivision relevant to this Agreement are subject to examination by MnDOT and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years.

**8. Additional Provisions**

- 8.1. Maintenance.** Upon completion of construction and the Roadway Segments being opened to the traveling public, the Political Subdivision will be responsible for all maintenance of the Roadway Segments, including, but not limited to, snow, ice, and debris removal, resurfacing, seal coating, utilities, drainage facilities, pedestrian facilities, bicycle facilities, signage, lighting, and any other facilities associated with the Roadway Segments.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

**POLITICAL SUBDIVISION\***

The Political Subdivision certifies that the appropriate person(s) have executed the Agreement on its behalf as required by applicable resolutions, ordinances, or charter provisions.

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

Title: Board Chair

Date: 06-14-2022

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

Title: County Administrator

Date: 06-14-2022

**\* INCLUDE A RESOLUTION**

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer or ADE State Aid)

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

Approved:

By: \_\_\_\_\_  
(State Aid Engineer)

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

Approved:

By: \_\_\_\_\_  
(Operations Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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



**EXHIBIT A- TURNBACK AREAS**



FIGURE 1. CSAH 37 TURNBACK LIMITS

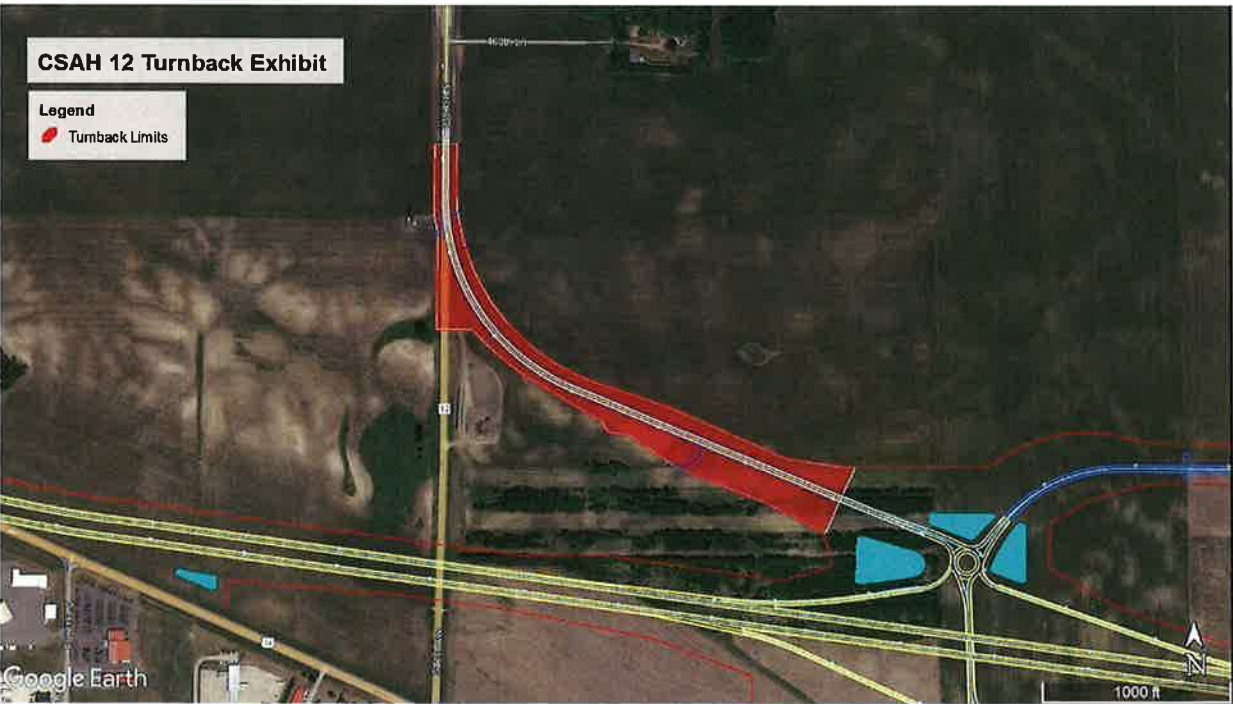


FIGURE 2. CSAH 12 TURNBACK LIMITS



FIGURE 3. CSAH 24 TURNBACK LIMITS



## NICOLLET COUNTY

### RESOLUTION

IT IS RESOLVED that Nicollet County enter into MnDOT Agreement No. 1048520 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for the release of portions of new County State Aid Highway No. 12, No. 24, and No. 37, the limits of which are described in said Agreement.

IT IS FURTHER RESOLVED that the Board Chair and the County Administrator are authorized to execute the Agreement and any amendments to the Agreement.

### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Nicollet County at an authorized meeting held on the 14th day of June, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
**Mandy Landkamer**  
(Type or Print Name)

\_\_\_\_\_  
**County Administrator**  
(Title)

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b> Consider MnDOT Master Partnership Contract and Resolution	
Primary Originating Division/Dept.: Public Works-Highway  Contact: Seth Greenwood, P.E.      Title: PWD/County Engineer  Amount of Time Requested: 10 minutes	Meeting Date: 06/14/2022  Item Type: Regular Agenda (Select One)
Presenter: Seth Greenwood, P.E.      Title: PWD/County Engineer	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)	
<b>BACKGROUND/JUSTIFICATION:</b> <p>The current adopted MNDOT Master Partnership Contract is set to expire on June 30, 2022. The attached updated MnDOT Master Partnership Contract will replace the expiring contract on July 1, 2022 if adopted.</p> <p>The Contract allows both the County and MnDOT to request and purchase various services from the other through Work Order Contracts. Some services as outlined in the Contract are very basic and would not require a Work Order Contract to be executed. Some examples of those low cost technical services(Exhibit A) are Bituminous/Concrete Plant Inspection, Crack Sealing, Material Inspection &amp; Testing, Precast Concrete Inspection, Traffic Counting, etc. Services that would require an executed Work Order Contract are Professional and Technical Services, Roadway Maintenance, Construction Administration, Emergency Services (Sections 3.1-3.6). Typically these Master Partnership Contracts expire and are updated every 4-5 years.</p> <p>Copy of the Contract and Resolution are attached.</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> Approve MnDOT Master Partnership Contract #1050068 and resolution.	
<b>FISCAL IMPACT:</b> Other (Select One)  If "Other", specify:	<b>FUNDING</b> County Dollars =  State (Select One)
<b>FTE IMPACT:</b> No FTE change (Select One)	<b>Total:</b>
If "Increase or "Decrease," specify:  Related Financial/FTE Comments:	

**STATE OF MINNESOTA  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Nicollet County, acting through its County Board, in this contract referred to as the “Other Party.”

**Recitals**

---

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Contract**

---

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
  - 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
  - 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
  - 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
  - 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work order contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of "Providing Party" and "Requesting Party".** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

#### **4. Responsibilities of the Providing Party**

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
  - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
  - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will



furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
  - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
  - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
  - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
  - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
  - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
  - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
  - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
  - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
  - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
  - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - d. All improvements constructed on the State's right-of-way will become the property of the State.

**5. Responsibilities of the Requesting Party**

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

**6. Time**

- 6.1. In the performance of project work under a work order contract, time is of the essence.

**7. Consideration and Payment**



- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$250,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

**7.4. Payment**

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
  - a. The Other Party will make payment to the order of the Commissioner of Transportation.
  - b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
  - c. Remit payment to the address below:  
MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 1050068W[XX] and Invoice Number: 00000[#####]  
(see note above)  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
  - a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
  - b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

**8. Conditions of Payment**

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

**9. State's Authorized Representative and Project Manager**

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

**10. Other Party's Authorized Representative and Project Manager**

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability**

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

**13. State Audits**

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

**14. Government Data Practices and Intellectual Property**

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

**14.2.1. Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

**14.2.2. Obligations with Respect to Intellectual Property.**

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

**15. Affirmative Action**

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.4. **Minn. R. Parts 5000.3400-5000.3600.**

15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:

- a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.4.3. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**16. Workers' Compensation**

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

**17. Publicity**

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

**18. Governing Law, Jurisdiction, and Venue**

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**19. Prompt Payment; Payment to Subcontractors**

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**20. Minn. Stat. § 181.59.**

- 20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**21. Termination; Suspension**

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,



the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract 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 or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

- 24.1. NONE

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

**OTHER PARTY**

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

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

Title: Board Chair

Date: 06-14-2022

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

Title: County Administrator

Date: 06-14-2022

**COMMISSIONER OF TRANSPORTATION**

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

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

Title: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

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

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



Exhibit A – Table of Technical Services  
Master Partnership Contract Program FY 2023-2027

Date: 3/28/2022

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance. All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2828	Bridge Inspection-Federal Fund	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2824	Bridge Inspection-Non-Federal	
1421	Bridge Management System	
	Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance). All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2829	Bridge Superstructure	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2316	Brush & Tree Removal	
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
		All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project. Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1800	Field Inspection	
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
		All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1871	Lighting Maintenance & Utilities	

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switches, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.



## RESOLUTION



Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the County of Nicollet enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Board.
2. That the proper County officers are authorized to execute such contract, and any amendments thereto.
3. That the Nicollet County Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the Nicollet County Engineer may execute such work order contracts on behalf of the County of Nicollet without further approval by this Board.

Dated this 14th day of June, 2022.

---

Marie Dranttel, Chair  
Nicollet County Board of Commissioners

ATTEST:

---

Mandy Landkamer  
County Administrator and Clerk to the Board



**MAY 24, 2022**  
**OFFICIAL PROCEEDINGS OF THE**  
**NICOLLET COUNTY DRAINAGE AUTHORITY**

The Nicollet County Drainage Authority met in regular session on Tuesday, May 24, 2022, at 9:24 a.m. with Chair Dranttel presiding. Commissioners John Luepke, Jack Kolars, Terry Morrow, and David Haack were also present. Also present were County Administrator Mandy Landkamer, Property & Public Services Director Jaci Kopet, County Attorney Michelle Zehnder Fischer, and Recording Secretary Sarah Frahm.

**Approval of Agenda**

Motion by Commissioner Haack and seconded by Commissioner Morrow to approve the agenda. Motion carried with all voting in favor.

**Consent Agenda**

Motion by Commissioner Morrow and seconded by Commissioner Luepke to approve the consent agenda items as follows: approval of the May 10, 2022 Drainage Authority minutes. Motion carried with all voting in favor.

**Public Appearances**

There were no public appearances.

**Adjourn**

Motion by Commissioner Luepke and seconded by Commissioner Morrow to adjourn the Drainage Authority Meeting. Motion carried with all voting in favor.

Chair Dranttel adjourned the meeting at 9:24 a.m.

---

MARIE DRANTTEL, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

---

MANDY LANDKAMER,  
CLERK TO THE BOARD