



# GOODHUE COUNTY MINNESOTA

TO EFFECTIVELY PROMOTE THE SAFETY, HEALTH, AND WELL-BEING OF OUR RESIDENTS

## BOARD OF COMMISSIONERS AGENDA

**CANNON VALLEY FAIRGROUNDS  
CANNON FALLS, MN**

**JULY 2, 2018  
10:00 A.M.**

### **PLEDGE OF ALLEGIANCE**

### **DISCLOSURES OF INTEREST**

### **REVIEW & APPROVE THE PREVIOUS BOARD MEETING MINUTES.**

Documents:

[June 19 2018.pdf](#)

### **REVIEW AND APPROVE THE COUNTY BOARD AGENDA**

### **REVIEW AND APPROVE THE FOLLOWING ITEMS ON THE CONSENT AGENDA:**

#### **Consent Agenda**

1. Approve Gambling Permit for Goodhue County Agricultural Society, August 7-11, 2018.

Documents:

[Gambling Permit.pdf](#)

2. Approve the 2019-2021 Memorandum of Agreement between for the 4-H Program Coordinator Position.

Documents:

[2019-2021 Extension MOA Goodhue County.pdf](#)

3. Approve the sale of forfeiture vehicle - 2006 Ford F150 XLT

4. Approve the State of Minnesota Joint Powers Agreements with Goodhue County on behalf of its County Attorney and Sheriff.

Documents:

[State of MN JPA.pdf](#)

5. Approve the Sale of Surplus Computer Equipment via PuclicSurplus.com

Documents:

[Board-2018.07.02-AuctionOfSurplusITEquipment.pdf](#)

6. Approve the Joint Powers Agreement with the Minnesota Department of Corrections.

Documents:

[DOC JPA.pdf](#)

7. Approve CSAH 17 Speed Zone Study.

Documents:

[Speed Zone Study Request CSAH 17.pdf](#)

8. Approve the sale of motorpool vehicle - 2011 Dodge Caravan - via the public surplus auction site

9. Approve the sale of motorpool vehicle - 2011 Chevrolet Tahoe via Public Surplus Auction Site.

10. Approve the sale of motorpool vehicle - 2011 Chevrolet Malibu via Public Surplus Auction Site

## **REGULAR AGENDA**

### **County Administrator's Report**

1. Authorized Banking Agents.

Documents:

[Authorized Banking Agents.pdf](#)

### **Goodhue County Soil & Water Conservation District**

1. Resolution to Adopt "Other Watercourses".

Documents:

[Other Waters Resolution.pdf](#)

### **Cannon Valley Trail**

1. Trail Update

### **For Your Information**

1. Project Status Report.

Documents:

[Project Status Report 02Jul18.pdf](#)

## **COUNTY BOARD COMMITTEE REPORTS**

### **NEW AND OLD BUSINESS**

### **ADJOURN**

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN**  
**JUNE 19, 2018**

The Goodhue County Board of Commissioners met on Tuesday, June 19, 2018, at 9:00 a.m. in the County Board Room, Government Center, Red Wing, MN with Commissioners Anderson, Majerus, Nesseth, and Drotos were all present. C/Allen was absent.

C/Majerus asked if there were any disclosures of interest. There were none.

<sup>1</sup> Moved by C/Nesseth, seconded by C/Anderson, and carried to approve the June 5, 2018, Special Session County Board Minutes.

<sup>2</sup> Moved by C/Nesseth, seconded by C/Majerus, and carried to approve the June 5, 2018, County Board Minutes.

<sup>3</sup> Moved by C/Drotos, seconded by C/Majerus, and carried to approve the June 19, 2018, County Board Agenda.

Administrator Arneson requested the following items be removed:

Consent agenda-

7. Tuition reimbursement for Chris Link, Assessor.

Regular agenda-

4. Conditional Use Permit: Request for CUP for a Contractors Yard (Thomas Demartini).

<sup>4</sup> Moved by C/Anderson, seconded by C/Drotos, and carried to approve the following items on the consent agenda as amended:

C/Majerus removed the following from the consent agenda for discussion:

2. Approve sale of forfeited parcel. – *Moved to Finance Directors Reports.*

1. Approve renewal of 3.2% malt liquor licenses.
- 2.
3. Approve the 2017 Public Works Annual Report.
4. Approve CSAH 21 Signal Improvements-MnDot Agreement.
5. Approve CSAH 21 Signal Improvements- City Agreement.
6. Approve sale of motorpool vehicle 2006 Ford Taurus on Public Surplus Auction Site
- 7.
8. Approve Tuition Reimbursement for Kris Johnson, HHS.
9. Approve Tuition Reimbursement for Katie Tang, HHS.

**COUNTY ADMINISTRATOR'S REPORT**

**2018 Committee Structure Interim.** Staff recommended the board approve the proposed 2018 Committee Structure Interim.

<sup>5</sup> Moved by C/Drotos, seconded by C/Majerus, and carried to approve the following resolution for 2018 Committee Structure Interims:

Whereas, Goodhue County Commissioner Ron Allen is temporarily unable, due to personal medical issues, to fulfill his obligations as a representative of the Goodhue County Board of Commissioners serving on the below listed county boards and committees, and

Whereas, the Goodhue County Board desires to maintain its representation on said boards and committees during Commissioner Allen's absence,

Now, Therefore, be it hereby resolved:

That the following board members or county designees shall temporarily replace Commissioner Allen as designated below in the following list of assignments and shall have full authority to act on behalf of the Goodhue County Board of Commissioners in place of Commissioner Allen:

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN  
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Committee/Board	Alternate:
AMC Health & Human Services	Nina Arneson
AMC Native American Task Force	Scott Arneson
Cannon Valley Trail JP Board	Jason Majerus
Goodhue County Historical Society	Paul Drotos
Planning Advisory Commission	Barney Nesseth
School Community Advisory Task Force	Brad Anderson
Red Wing Ignite Advisory Panel	Scott Arneson
Hiawatha Valley Mental Health Committee	Brad Anderson & Barney Nesseth

Be it further resolved that upon Commissioner Allen's return to service on the Goodhue County Board he shall be authorized to resume his previous positions on some or all of said boards or committees upon notification to the County Administrator and to his successor of his desire to resume his previous positions.

### **FINANCE DIRECTOR'S REPORT**

**Approve Sale of Forfeited Parcel** – This item was removed from the consent agenda for clarification. Ms. Holmsten noted that this one parcel, 70.152.0380, is not in Emerald Valley but rather Emerald Valley 4th Addition. This was in the section where staff requested the ability to sell five parcels by private sale to adjacent owners. Due to the confusion regarding Emerald Valley the board held off on what we would like to do with this parcel. Staff requested the ability to move forward with this sale being offered to adjacent land owners due to the fact that the ability to access this parcel is quite limited.

<sup>6</sup> Moved by C/Nesseth, seconded by C/Majerus and carried approve the selling parcel 70.152.0380 via a private sale method.

**Wanamingo Forfeited Parcels.** The county is responsible for trying to sell parcels held by the State of Minnesota in trust for the local taxing districts because they were forfeited due to unpaid taxes. At the June 5, 2018 meeting there were a number of parcels in Wanamingo known as Emerald Valley that were pulled from the public sale to be held in July. The City of Wanamingo has sent a formal request for the County to withhold parcels from sale for six months. During that time the city can purchase them at the price they have been offered to the public. Because they are residential lots they do not qualify for public use (no cost for the city to acquire) and they do not qualify for public purpose where they could be purchased at a reduced cost. Staff recommended the board approve holding the provided list of parcels in Wanamingo's Emerald Valley from public sale until December 19, 2018.

City Administrator, Michael Boulton, summarized the City of Wanamingo's position on the topic. James Hill spoke to the issue as owner of one of the properties. He questioned the City of Wanamingo's intent. His interest is in getting the area developed and not delay.

<sup>7</sup> Moved by C/Nesseth, seconded by C/Majerus, and carried to approve the following list of parcels in Wanamingo's Emerald Valley from public sale until December 19, 2018:

701470110, 701470120, 701470640, 701470650, 701470660, 701470670, 701470680, 701470690,  
701470800, 701470810, 701470820, 701470830, 701470840, 701470850, 701470860, 701470870,  
701470880, 701470890, 701470900, 701470910, 701470920, 701470930, 701470940, 701470950,  
701470960, 701470970, 701471000, 701471020, 701471030, 701471040, 701471050

As a follow up, Ms. Holmsten noted that there were another five parcels in the Emerald Valley section but on the portion that does have sewer and water established. Staff recommended these parcels be include that in the next sale in July.

<sup>8</sup> Moved by C/Drotos, seconded by C/Majerus, and carried to approve the following list of parcels in Wanamingo's Emerald Valley for public sale in July, 2018:

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN  
JUNE 19, 2018**

LEGAL DESCRIPTION	PID	VALUE	ASSESSMENTS BEFORE FORFEITURE
Lot 53, Block 1 Emerald Valley	70.147.0530	Previous sale price \$6,600.00 After assessments <u>1,202.40</u> Subtotal \$7,802.40 Adjustment <u>-3,300.00</u> Basic Sale Price \$4,502.40	\$90.26
Lot 15, Block 1 Emerald Valley	70.147.0150	Assessor's value \$10,000 After assessments <u>0</u> Basic sale price: \$10,000	\$196.46
Lot 16, Block 1 Emerald Valley	70.147.0160	Assessor's value \$10,000 After assessments <u>0</u> Basic sale price: \$10,000	\$196.46
Lot 43, Block 1 Emerald Valley	70.147.0430	Assessor's value \$10,000 After assessments <u>0</u> Basic sale price: \$10,000	\$196.46
Lot 44, Block 1 Emerald Valley	70.147.0440	Assessor's value \$10,000 After assessments <u>0</u> Basic sale price: \$10,000	\$196.46

### **HUMAN RESOURCE DIRECTOR'S REPORT**

**Personnel Committee Report.** The Personnel Committee met on Tuesday, June 12 with the following items on the agenda:

*Finance & Taxpayer Services Request To Hire Appraiser I Step 1 Or 2.* The Personnel Committee had a split recommendation on the issue. C/Majerus did not support hiring the position until the budget issues were addressed and C/Anderson supported the position and wanted it added to the 2019 budget.

Ms. Holmsten noted that the county would need to hire a contract appraiser to complete the work for 2018 if this position was not hired.

Administrator Arneson noted that the proposed 2019 budget included an approximate 10% increase in the levy. There has been discussion from the board to try and reduce that increase to a 3% increase. If that was the case, the county would need to cut approximately \$2 million dollars in capital or employees. He suggested that the county not add positions if the board was serious about reducing the levy to a 3% increase.

<sup>9</sup> Moved by C/Anderson, seconded by C/Drotos, motion fails with C/Majerus and C/Nesseth dissenting to approve to hire an Appraiser I position in the Assessor's office.

*Drug Court Legal Clerk Support.* The Personnel Committee had a split recommendation on the issue. C/Majerus did not support hiring the position until we knew if we would be getting the grant. C/Anderson supported hiring the position immediately.

County Attorney, Steve Betcher reviewed how this position would fit into his office. The part-time position would be funded using the Attorney Contingency Fund.

C/Drotos supported the position. C/Nesseth questioned the forfeiture fund and if is it different than the Sheriff Dept. Attorney Betcher explained the difference between the Sheriff contingency fund and the Attorney contingency fund which are two separate funds set by statute.

C/Majerus commented that he would support using the forfeiture fund to pay for the position at this time.

<sup>10</sup> Moved by C/Anderson, seconded by C/Drotos, and carried to approve to hire a law clerk position at \$20 per hour for up to 100 days for a total of \$16,000 salary to be paid for using the county attorney's forfeiture and contingency funds.

**BOARD OF COMMISSIONERS' PROCEEDINGS, GOODHUE COUNTY, MN  
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**PUBLIC WORKS DIRECTOR'S REPORT**

**Set Public Hearing-Revised 10 yr. Program/Local Option Sales Tax for funding.** Staff recommended the board adopt a revised 10 year program at the July 24, 2018 County Board meeting and also set a public hearing date at that same July 24, 2018 meeting to gather the public's input about the revised program before deciding how to fund the revised program which includes the local optional sales tax.

C/Majerus pointed out that the issue on the table was only to set a public hearing date. C/Nesseth was not interested in discussing the issue again.

- <sup>11</sup> Moved by C/Anderson, seconded by C/Drotos, and carried (3-1) with C/Nesseth dissenting to approve the following resolution establishing a public hearing date regarding implementation of a countywide sales tax to fund transportation projects:

WHEREAS, the quality of Goodhue County's transportation system has a direct impact on the safety of system users, the county's economy, and future economic development; and,

WHEREAS, current levels of local, state, and federal transportation funding are inadequate; and,

WHEREAS, Minnesota Statute 297A.993, Subdivision 1, authorizes county boards to adopt a countywide 'transportation sales and use tax' after holding a public hearing and passing an official resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Goodhue County Board of Commissioners will hold a public hearing on 24 Jul 18 regarding the implementation of this countywide sales tax to fund transportation projects.

**LAND USE MANAGEMENT DIRECTOR'S REPORT**

**PUBLIC HEARING: Request for Map Amendment (Rezone).** Request for map amendment submitted by David Lorentz to rezone 11.35 acres from A2 (Agriculture District) to R1 (Suburban Residence District). Parcel 41.014.1500. 4900 Scout Ridge RD Cannon Falls, MN 55009. Part of the SE ¼ of the NE¼ in Sect 14 Twp 112 Range 18 in Stanton Township.

The Planning Advisory Commission recommended approval.

- <sup>12</sup> Moved by C/Nesseth, seconded by C/Majerus, and carried to approve to open the public hearing.

C/Majerus asked three times for public comment. There was none.

- <sup>13</sup> Moved by C/Anderson, seconded by C/Majerus, and carried to approve to close the public hearing.

- <sup>14</sup> Moved by C/Anderson, seconded by C/Majerus, and carried to approve the Planning Committee Recommendation to adopt the staff report into the record, accept the application, testimony, exhibits, and other evidence presented into the record; and approve the map amendments from David Lorentz to rezone 11.35 acres from A2 (Agriculture District) to R1 (Suburban Residence District). Parcel 41.014.1500. 4900 Scout Ridge RD Cannon Falls, MN 55009. Part of the SE ¼ of the NE¼ in Sect 14 Twp 112 Range 18 in Stanton Township.

**Interim Use Permit: IUP request for Home Business (Steve Jacobsen).** Request for an Interim Use Permit (IUP) submitted by Steve Jacobsen (Cannon Custom Cabinets) to reestablish a home-based cabinetry business destroyed by fire. Located at 30700 Oxford Mill RD Cannon Falls, MN 55009. Parcel 41.013.5501. Part of the SW ¼ of the SE¼ and SE¼ of the SW¼ in Sect 13 Twp 112 Range 18 in Stanton Township. A3 Zoned District.

The Planning Advisory Commission recommended approval with conditions.

- <sup>15</sup> Moved by C/Anderson, seconded by C/Majerus, and carried to approve the Planning Committee Recommendation to adopt the staff report into the record; adopt the findings of fact; and accept the application, testimony, exhibits, and other evidence presented into the record; and

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APPROVE the request from Steve Jacobsen for an IUP to reestablish a Tier-3 Home Business. Subject to the following conditions:

1. Activities shall be conducted according to submitted plans, specifications, and narrative unless modified by a condition of this IUP;
2. Primary hours of operation shall be Monday through Saturday, 7:00 AM to 6:00 PM;
3. On-street parking shall be prohibited;
4. On-street loading or off-loading shall be prohibited;
5. Applicant shall obtain Building Permit approvals for the proposed structure from the County Building Permits Department prior to establishing the use;
6. Applicant shall work with Goodhue County Environmental Health to achieve compliance with the Goodhue County SSTS Ordinance;
7. Compliance with all necessary State and Federal registrations, permits, licensing, and regulations;
8. Compliance with Goodhue County Zoning Ordinance including, but not limited to, Article 11, Section 12, Home Businesses and Article 23 A3, Urban Fringe District.

**Conditional Use Permit: Request for CUP for a Contractors Yard (Alfred Bear).** Request for CUP submitted by Alfred Bear (Bear's Overhead Door) to establish a Contractors Yard for a commercial door service and installation business. 37509 County 4 BLVD Goodhue, MN 55027. Parcel 33.023.0600. Part of the NW ¼ of SW ¼, Sect 23 Twp 111 Range 15 in Goodhue Township. A1 Zoned District.

The Planning Advisory Commission recommended approval with conditions.

<sup>16</sup> Moved by C/Anderson, seconded by C/Drotos, and carried to approve the Planning Committee Recommendation to adopt the staff report into the record; adopt the findings of fact; and accept the application, testimony, exhibits, and other evidence presented into the record; and

APPROVE the request from Alfred Bear (Bear Overhead Doors LLC) for a CUP to establish a Contractors Yard. Upon approval, this Conditional Use Permit will replace and cause the 2012 Conditional Use Permit for a Home Occupation Permit to be revoked. Subject to the following conditions:

1. Activities shall be conducted according to submitted plans, specifications, and narrative unless modified by a condition of this CUP
2. Hours of operation shall be year-round, Monday through Friday from 6:30 AM to 6:30 PM;
3. On-street parking shall be prohibited;
4. On-street loading or off-loading shall be prohibited;
5. Applicant shall obtain Building Permit approvals for the proposed structure from the Goodhue County Land Use Management Department prior to establishing the use;
6. Compliance with Goodhue County Zoning Ordinance including, but not limited to Article 21 A-1 (Agriculture Protection District) and Article 11 Section 33 (Contractors Yard);
7. Compliance with all necessary State and Federal registrations, permits, licensing, and regulations.

**Conditional Use Permit: Request for CUP for a Contractors Yard (Thomas Demartini).** Request for CUP submitted by Thomas Demartini (Demartini Trucking) to establish a Contractors Yard for a commercial trucking business. TBD County 9 BLVD Goodhue, MN 55027. Parcels 25.029.0309 and 25.0290303. Part of the NW ¼, Sect 29 Twp 111 Range 16 in Belle Creek Township. A1 Zoned District.

This issue was removed from the agenda.

**Conditional Use Permit: Request for CUP for a Contractors Yard (Simanski Metals LLC).** Request for CUP submitted by Simanski Metals LLC (Kevin Simanski) to establish a Contractors Yard for a commercial hauling and transport business. 29409 HWY 58 BLVD, Red Wing, MN 55066. Parcels 34.008.1400 and 34.008.1500. Part of the SE ¼ of NW ¼, Sect 08 Twp 112 Range 14 in Hay Creek Township. A2 and B2 Zoned District.

The Planning Advisory Commission recommended approval with 11 conditions.

C/Drotos and C/Anderson both had concerns with erosion control. C/Anderson felt there were a few questions that still needed more clarification in addition, he would like a complete site plan before approving.

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<sup>17</sup> Moved by C/Anderson, seconded by C/Drotos, and carried to approve to table the Conditional Use Permit request from Simanski Metals LLC to construct and operate a Contractors Yard. 29409 Hwy 58 Blvd, Red Wing, MN 55066 Parcels: 34-008-1400 and 34-008-1500 Abbreviated Legal Description: Part of the SE ¼ of NW ¼ of Sect 8 Twp 112 Range 14 in Hay Creek Township, to the July 24, 2018 County Board Meeting.

Ms. Hanni clarified that the board was looking for detailed site plan maps, correspondence with MnDot on what they would require regarding culverts when the road gets paved, and clarification on condition number 10 about storage of solid waste on the site.

**Conditional Use Permit - Non-Metallic Mineral Extraction Facility.** Request by Doug Mahoney (applicant/owner) for CUP for a Non-Metallic Mineral Extraction Facility. Proposed mining includes a limestone quarry and sand/gravel pit and associated processing/transport equipment and facilities. The total site area is 61.5 acres. The area to be mined is approximately 13.4 acres. This CUP proposes to reopen an inactive/lapsed non-metallic mining operation located at 32245 296th Street, Red Wing, MN 55066. Parcel 32.009.1201. Part of the S1/2 of NW1/4 and the N ½ of the SW 1/4, Sect 09 Twp 112 Range 13 in Florence Township. A2 Zoned District.

The Planning Commission recommended approval with conditions. This issue was tabled from the June 2, 2018 meeting.

Ms. Hanni read a report received from Beau Kennedy with Goodhue County Soil and Water and noted that the County has its ordinance and the Township has its own ordinance. From the county’s perspective, the proposed site did not meet the requirements for a mandatory EAW.

C/Majerus pointed out that the board was making a decision on Goodhue County’s portion. The applicant still needed to go through the township for approval and if the township wanted to require an EAW that was within their rights.

Jim McIlrath, Florence Township Supervisor commented that the Florence Township Planning Commission approved a resolution to start a discretionary EAW. Kristin Ide Tollifson who is on the Land Use Committee for Florence Township, clarified that Florence Township has ordered an EAW and took responsibility to be the responsible governing unit.

County Attorney, Steve Betcher commented that all government actions for final decisions are suspended until the EAW has been completed.

<sup>18</sup> Moved by C/Drotos, seconded by C/Anderson, and carried to approve to table the Conditional Use Permit request submitted by Doug Mahoney (applicant/owner) for CUP for a Non-Metallic Mineral Extraction Facility, pending resolution for EAW proposed by the Florence Township Board.

**COMMITTEE REPORTS:** Deferred

C/Drotos	•
C/Nesseth	•
C/Anderson	•
C/Majerus	•
C/Allen	•
Administrator Arneson	•

**New Business.** C/Nesseth stated that he would like to see a change in the county’s permit process which would require township approval for a completed application. Attorney, Steve Betcher commented that there is a lot of risk with allowing someone else to say the county’s legal responsibility. The county has a separate responsibility to follow the law in all zoning and regulatory areas.



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**Review and approve county claims.**

- 19 Moved by C/Anderson, seconded by C/Majerus, and carried to approve to pay the County claims in the amount of 01-General Revenue \$571,438.74, 03-Public Works \$581,040.02, 11- Human Service Fund \$120,051.76, 21-ISTS \$00, 25- EDA \$784.87, 30-Capital Improvement \$00, 31-Capital Equipment \$00, 34-Capital Equipment \$69,694.45, 35-Debt Services \$00, 40-County Ditch \$00, 61-Waste Management \$30,081.37, 62-Recycling Center \$00, 63-HHW \$00, 72-Other Agency Funds \$154,445.18, 81-Settlement \$8,279,302.27, in the total amount of \$9,806,838.66.
- 20 Moved by C/Anderson, seconded by C/Majerus, and carried to approve to adjourn the June 19, 2018, County Board Meeting.

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SCOTT O. ARNESON  
COUNTY ADMINISTRATOR

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JASON MAJERUS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

MINUTE

1. Approved the June 5, 2017 Special Session County Board Meeting Minutes. (Motion carried 4-0)
2. Approved the June 5, 2018 County Board Meeting Minutes. (Motion carried 4-0)
3. Approved the June 19, 2018 County Board Meeting Agenda. (Motion carried 4-0)
4. Approved the Consent Agenda as amended. (Motion carried 4-0)
5. Approved the 2018 Committee Structure Interim. (Motion carried 4-0)
6. Approved the Sale of Forfeited Parcel. (Motion carried 4-0)
7. Approved the Sale of Forfeited Parcels in Wanamingo in December, 2018. (Motion carried 4-0)
8. Approved the Sale of Forfeited Parcels in Wanamingo in July, 2018. (Motion carried 4-0)
9. Motion to hire an Appraiser I position failed. (Motion failed 2-2)
10. Approved to hire a part-time law clerk. (Motion carried 4-0)
11. Approved to set a public hearing date to discuss 10yr Road Program Funding options including local option sales tax. (Motion carried 3-1)
12. Approved to open the public hearing. (Motion carried 4-0)
13. Approved to close the public hearing. (Motion carried 4-0)
14. Approved the map amendment for David Lorentz in Stanton Township. (Motion carried 4-0)
15. Approved the Interim Use Permit for Steve Jacobson in Stanton Township. (Motion carried 4-0)
16. Approved a conditional use permit for Alfred Bear, Goodhue Township. (Motion carried 4-0)
17. Approved to table a conditional use permit for Simanski Metals LLC, Hay Creek Township. (Motion carried 4-0)
18. Approved to table a conditional use permit for Doug Mahoney, Florence Township. (Motion carried 4-0)
19. Approved the county claims. (Motion carried 5-0)
20. Approved to adjourn the June 19, 2018 County Board Meeting. (Motion carried 4-0)

# LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

### Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

## ORGANIZATION INFORMATION

Organization Name: Goodhue County Agricultural Society Previous Gambling Permit Number: X-94007-17-001  
 Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 410714416  
 Mailing Address: PO Box 214  
 City: Zumbrota State: MN Zip: 55992 County: Goodhue  
 Name of Chief Executive Officer (CEO): Bart Hoven  
 CEO Daytime Phone: 507-273-6505 CEO Email: b-hoven@msn.com  
(permit will be emailed to this email address unless otherwise indicated below)  
 Email permit to (if other than the CEO): Lnpohlman@hotmail.com

## NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal       Religious       Veterans       Other Nonprofit Organization

### Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**  
 Don't have a copy? Obtain this certificate from:  
 MN Secretary of State, Business Services Division  
 60 Empire Drive, Suite 100  
 St. Paul, MN 55103  
 Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

## GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Goodhue County Fair  
 Physical Address (do not use P.O. box): 44279 Co Rd 6

Check one:

- City: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
 Township: Minneola Zip: 55992 County: Goodhue

Date(s) of activity (for raffles, indicate the date of the drawing): August 7-11, 2018

Check each type of gambling activity that your organization will conduct:

- Bingo       Paddlewheels       Pull-Tabs       Tipboards       Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

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

**The city or county must sign before submitting application to the Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

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

**TOWNSHIP (if required by the county)**  
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

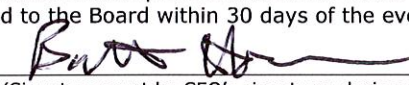
Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

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

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 6/12/18

(Signature must be CEO's signature; designee may not sign)

Print Name: Bart Hoven

**REQUIREMENTS**

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**  
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

- a copy of your proof of nonprofit status; and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**  
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.



# Goodhue County Veterans Services

*Robby Robinson, CVSO/ Director - Risk Management/Extension Services*

509 West Fifth Street, Room 101 ♦ Red Wing ♦ Minnesota ♦ 55066

Phone: 651-385-3256 Fax: 651-267-4881

June 25, 2018

To: Honorable County Commissioners

Scott Arneson, County Administrator

From: Robby Robinson, Extension Director

RE: August 9, 2018 County Board Meeting

Consent Agenda

Approval of the 2019-2021 Memorandum of Agreement between the University of MN & Goodhue County for providing Extension programs locally and Employing Extension Staff

Summary: It is requested that the County Board approve the recommendation of the Goodhue County Extension Committee approve the 2019-2021 Memorandum of Agreement with the U of M for Extension Programs and Staff for Goodhue County.

Background: The MOA with the University of Minnesota and Goodhue County for providing Extension programs locally and Employing Extension Staff was received and approved by the Goodhue County Extension Committee at their meeting on June 8, 2018. Extension Programs including 4H are invaluable to the counties citizens including our youth who are our future leaders. The impact to the County over the 3 years of the MOA is as follows:

<u>Current 2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
\$72,192	\$73,780	\$75,256	\$76,761
	2.2%	2.0%	2.0%
	\$1588	\$1476	\$1505

Recommendations: It is the recommendation that the board approve the 2019-2021 MOA with the University of Minnesota and Goodhue County for providing Extension programs and Employing Extension Staff as recommended by the Goodhue County Extension Committee members.

**Agreement  
Between the University of Minnesota  
And  
Goodhue County  
For providing Extension programs locally and Employing  
Extension Staff**

**This Agreement** (“Agreement”) between the County of Goodhue Minnesota (“County”) and the Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2019, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2019 and ending on December 31, 2021, unless earlier terminated as provided in paragraphs 8 and 9.

**WITNESSETH:**

**WHEREAS**, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

**WHEREAS**, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University’s Director of Extension, or the Director’s designee, as identified in Minn. Stat. §38.36, Subd. 3; and

**WHEREAS**, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

**WHEREAS**, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

**NOW THEREFORE**, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University’s state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Table A

<b>Program</b>	<b>FTE</b>	<b>2019 Price</b>	<b>FTE</b>	<b>2020 Price</b>	<b>FTE</b>	<b>2021 Price</b>
4-H Program Coordinator	1.00	\$73,780	1.00	\$75,256	1.00	\$76,761
<b>Total</b>	<b>1.00</b>	<b>\$73,780</b>	<b>1.00</b>	<b>\$75,256</b>	<b>1.00</b>	<b>\$76,761</b>

2. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties’ (“AMC”) Extension Committee and University’s Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County’s funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of office space, telephone, computer, network connections for email and other communications, software, support staff and other general office supplies. The University will recommend technology needs and other office standards. Nevertheless, the level of availability and type of such support will be determined by the County.

4. University will bill the County on a quarterly basis and the County will submit payment within 35 days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four equal quarterly payments.

5. As vacancies occur, and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County Extension Committee. The County will not be billed for a position during the time that position is vacant.

6. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

7. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34. The parties acknowledge that County extension educational programming includes University's Nutrition Education Program educational programming.

8. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the County Extension program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of 90 days' notice if either party desires a change in programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

9. If University or the County in good faith determines that funding is no longer available to support the programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of 90 days prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:	Chair, County Board of Commissioners Goodhue County Government Center 509 W Fifth St Red Wing MN 55066
---------------	---

If to University:	University of Minnesota Minnesota Extension Attn: Director of Field Operations 240 Coffey Hall 1420 Eckles Avenue St. Paul, MN 55108 Facsimile No.: 612-625-6227 E-mail: byrne007@umn.edu
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10. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

11. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

12. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

13. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

**IN WITNESS WHEREOF**, the parties by their respective authorized agents or officers have executed this Agreement.

**COUNTY of Goodhue**

**Regents of the University of Minnesota**

BY \_\_\_\_\_  
Chair, County Board of Commissioners

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Approved as to form:

BY \_\_\_\_\_  
County Attorney

DATE \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_





Telephone (651) 267-4950  
FAX (651) 267-4972

**STEPHEN N. BETCHER**  
*Goodhue County Attorney*

**ASSISTANT COUNTY ATTORNEYS**

CAROL K. LEE  
STEPHEN F. O'KEEFE  
ERIN L. KUESTER  
CHRISTOPHER J. SCHRADER  
WILLIAM L. CHRISTIANSON  
ELIZABETH M. S. BREZA  
DAVID J. GROVE  
ANGELA R. STEIN

**MEMORANDUM**

**TO:** Goodhue County Board of Commissioners  
Scott Arneson, Goodhue County Administrator

**FROM:** Stephen N. Betcher, Goodhue County Attorney *Stephen N. Betcher*

**RE:** Court Data Services Subscriber Amendment to CJDN Subscriber Agreement

**DATE:** June 25, 2018

I am hereby requesting that this Subscriber Agreement be placed on the Consent Agenda for the July 2, 2018, Board meeting. If the Board approves the Subscriber Agreement at that meeting, then the State will continue to provide access to the necessary computer link for e-Charging and other state court record services. There is no cost to the county identified at this time. Without this agreement, the link-up will cease to operate and e-Charging will no longer be possible. Also, if the signed documents are not returned by July 31, 2018, the State will start charging for the service.

This is essentially the same Master Subscriber Agreement template that has been used with Goodhue and other counties for connecting our programs to the e-Charging system. If the Master Subscriber Agreement is not fully executed and returned to the State by July 31, 2018, any new subsequent agreement will include costs for the service.

Our intention is to get the Subscriber Agreement in final format to be signed and submitted immediately after approval by the county. Upon approval, Sheriff Scott McNurlin and I will sign all the originals provided. I will be available at the meeting to explain and answer any questions the Board may have.

Thank you for your consideration of this matter.

SNB/dad  
Attachment

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 131906, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

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

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

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

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

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

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

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

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

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

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

11. [reserved]

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

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

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

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

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



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

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

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

**15. WARRANTY DISCLAIMERS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. SUBSCRIBER (AGENCY)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. COURTS  
Authority granted to Bureau of Criminal Apprehension**

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

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

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

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

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

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of Goodhue on behalf of its Prosecuting Attorney ("Agency").

**Recitals**

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

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

**Agreement**

**1 Term of Agreement**

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

**2 Agreement between the Parties**

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

**2.2 Methods of access.**

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

- A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

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

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

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

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

**2.6 Access granted.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3 Payment**

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

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

### **4 Authorized Representatives**

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

The Agency's Authorized Representative is Stephen N. Betcher, County Attorney, 454 W 6<sup>th</sup> Street, Red Wing, MN 55066-2475, (651) 267-4950, or his/her successor.

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

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

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

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

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

### **6 Liability**

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

Ch. 466, governs the Agency's liability.

## 7 Audits

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

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

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

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

## 8 Government Data Practices

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

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

## 9 Investigation of alleged violations; sanctions

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

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

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

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

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

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

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

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

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

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

## **10 Venue**

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

## **11 Termination**

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

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

## **12 Continuing obligations**

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



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

**1. AGENCY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **CJDN Fee Structure**

**Effective July 2018**

### **Statements:**

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

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

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

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

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

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

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

### **Connection types:**

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



**John M. Smith**  
*IT Director*  
*Goodhue County*

509 W. Fifth St.  
Red Wing, MN 55066  
Phone – (651) 385-3224  
Fax – (651) 385-2023

July 2, 2018

To: The Honorable County Commissioners

From: John M. Smith, IT Director

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## **REPORT SUMMARY**

Approve the sale of surplus computer equipment using the on-line auction site PublicSurplus.com

## **BACKGROUND**

As computer equipment is replaced or is no longer used in county operations, it can accumulate in IT Department storage areas. Working equipment, computer parts, or non-working items with some resale value can be auctioned to the public using the PublicSurplus.com on-line auction site. Items that do not sell will be recycled in an environmentally responsible manner.

## **IMPACT**

Auction proceeds from the sale of surplus computer equipment will offset operating expenses in the IT Department in the current fiscal year.

The list of items to be auctioned includes:

- 1 Dell PC & 1 Gateway PC
- 2 Dell Latitude E6420 Laptop Computers
- 2 Dell Latitude E6420 Laptop Computers
- 2 Dell Latitude E6530 Laptop Computers
- 2 Dell OptiPlex 7010 Computers
- 2 Dell OptiPlex 790 Computers
- 2 Dell Precision T3600 Tower Computers
- 2 Dell Precisions T3600 Computers
- 2 TRENDnet TK-207 KVM Switches
- 2 Wireless keyboard/mouse combo
- 3 Dell Laptop bags
- 3 Dell OptiPlex 7010 Computers
- 4 Dell Latitude E6530 Laptop Computers
- 5 Dell Latitude E6520 Laptop Computers
- 6 Panasonic ToughPad Tablets
- Assortment of power supplies
- AudioCodes MP114 VOIP Gateway
- Dell Laptop Bag
- Dell Laptop Bag

Dell Laptop bag  
Dell Laptop bag  
Dell Laptop Bag  
Dell Laptop bag  
Dell Laptop E6500  
Dell Latitude E6500  
Dell Latitude E6510  
Dell Latitude E6510 Laptop  
Dell Latitude E6520 Laptops  
Dell Latitude E6530 Laptop  
Dell Latitude E6530 Laptop  
Dell OptiPlex 3010  
Dell OptiPlex 3010 pc  
Dell OptiPlex 780  
Dell OptiPlex 780 PC  
Dell OptiPlex 790  
Dell OptiPlex 790  
Dell Precision 1600 PC includes keyboard & mouse  
Dell Precision T1600 workstation  
Epson 3LCD Projector  
HP Laptop 4430s  
HP ProBook 4425s  
HP ProBook 4425s  
Lenovo Desktop with keyboard & mouse  
Lenovo PC includes keyboard & mouse  
Polycom Conference phone wireless  
Primera Bravo XRP CD\DVD Auto-Duplicator  
Server Rack Mount Cabinet  
Targus Laptop bag

## **RECOMMENDATION**

It is recommended that the county authorize the sale of surplus computer equipment utilizing the on-line auction site [PublicSurplus.com](http://PublicSurplus.com)



Telephone (651) 267-4950  
FAX (651) 267-4972

**STEPHEN N. BETCHER**  
*Goodhue County Attorney*

---

**ASSISTANT COUNTY ATTORNEYS**

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CHRISTOPHER J. SCHRADER  
WILLIAM L. CHRISTIANSON  
ELIZABETH M. S. BREZA  
DAVID J. GROVE  
ANGELA R. STEIN

**MEMORANDUM**

**TO:** Goodhue County Board of Commissioners  
Goodhue County Administration

**FROM:** Stephen N. Betcher, Goodhue County Attorney

**RE:** Minnesota Department of Corrections Joint Powers Agreement

**DATE:** June 27, 2018

Attached please find a proposed renewal of a Joint Powers Agreement between Goodhue County and the Minnesota Department of Corrections. The Agreement provides an opportunity to apply for reimbursement of costs incurred when the Goodhue County Attorney's Office prosecutes inmates at the MCF-RW Correctional Facility. This Agreement is similar to a previous Joint Powers Agreement with Minnesota Department of Corrections which is currently in place.

I respectfully request approval on the consent agenda. Thank you.

SNB/dad  
Attachment

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Department of Corrections, Facilities Division, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 (hereinafter "State") and the Office of the Goodhue County Attorney, 454 W. 6th St., Red Wing, MN 55066 ( hereinafter "Governmental Unit").

**Recitals**

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State, pursuant to Minn. Stat. § 241.271 is empowered to reimburse counties for expenses of a county attorney resulting from activities involving inmates of the state correctional institution located in Goodhue County. The Governmental Unit has one correctional facility within the county and thereby requests reimbursement for some of the costs associated with the prosecution of inmates who are involved in criminal activities at the correctional facility.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** July 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Agreement between the Parties**

**Governmental Unit Duties:**

- 2.1 Prosecute cases and assist in the investigation of criminal cases involving inmates at the state correctional facility located in Goodhue County, which result in additional costs to the Governmental Unit.
- 2.2 Meet with Authorized Representative of the State as requested to review priorities for prosecution services, to discuss strategies for maximizing efficient use of services, and to review prosecution data to ensure accuracy.

**State Duties:**

- 2.3 Pay for reasonable legal costs and expenses associated with providing prosecution services under this agreement.
- 2.4 The total obligation of this agreement is up to \$5,000 as described in paragraph 3.1.

**3 Payment**

- 3.1 Consideration for services performed by Governmental Unit pursuant to this Agreement shall be paid by the State at an hourly rate of \$123.00 for attorney services and \$68.00 for legal assistant services. The total obligation of this agreement is up to \$5,000.
- 3.2 Payment shall be made by the State on a monthly basis after the Governmental Unit provides a bill detailing accrued legal expenses.
- 3.3 No payment is required for the hours of legal services that exceed the total obligation of the agreement.

The total obligation of the State under this agreement will not exceed \$5,000.

**4 Authorized Representatives**

The State's Authorized Representative is Collin M. Gau, Assistant Commissioner-Facilities Division, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, or his successor.

The Governmental Unit's Authorized Representative is Stephen Betcher, Goodhue County Attorney, 454 W. 6th St., Red Wing, MN 55066, 651-267-4950.

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

5.1 *Assignment.* The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 *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 the original agreement, or their successors in office.

5.3 *Waiver.* If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

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

**6 Indemnification**

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

**7 State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

**8 Government Data Practices**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**9 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.

**10 Termination**

10.1 *Termination.* The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 *Termination for Insufficient Funding.* The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.*

Signed: Eusebio Thomas

Date: 5/23/18

Contract No. 142307 / 3-98819

**2. GOVERNMENTAL UNIT**

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

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

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

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

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

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

**3. STATE AGENCY**

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

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

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

**4. COMMISSIONER OF ADMINISTRATION**

*As delegated to Materials Management Division*

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

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

**Distribution:**

- Agency
- Governmental Unit
- State's Authorized Representative - Photo Copy



# GOODHUE COUNTY DEPARTMENT OF PUBLIC WORKS



Gregory Isakson, P.E.  
Public Works Director/County Engineer

2140 Pioneer Road  
Red Wing, MN 55066  
PHONE 651.385.3025  
FAX 651.267-4883  
www.co.goodhue.mn.us

HIGHWAYS ♦ PARKS ♦ SOLID WASTE

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TO: Honorable County Commissioners  
Scott Arneson, County Administrator

FROM: Greg Isakson, Public Works Director

RE: 02 Jul 18 County Board Meeting - CONSENT AGENDA  
**Speed Zone Study of CSAH 17 within the City limits of Cannon Falls.**

Date: 25 Jun 18

## Summary

It is requested that the County Board authorize the County Engineer to ask MnDOT to perform an updated speed zone study on CSAH 17 within the City limits of Cannon Falls.

## Background

The City of Cannon Falls formally requested a speed study be performed in April of 2000 on a section of CSAH 17 where a new residential development was beginning, specifically from 4,308' east of TH 20 to 7,056' east of TH 20. Public works staff was directed to move forward with asking MnDOT to perform the speed study. MnDOT responded during October of 2000 and advised that the statutory speed limit was sufficient, and that another study may be requested once the anticipated housing development has occurred.

In the time since the last request was made, development of the south side of CSAH 17 has taken place with few remaining lots to be built upon. Development of the north side of CSAH 17 has yet to happen in the area described.

At their June 18<sup>th</sup> meeting, Cannon Falls City Council put forward a motion to request that Goodhue County ask MnDOT to perform a speed study on CSAH 17.

## Alternatives

- Accept Cannon Falls' request to have a speed study performed and authorize the County Engineer to ask that MnDOT conduct a speed study.
- Delay requesting a speed study until the north side of CSAH 17 has been developed.
- Do nothing.

## Recommendations

It is recommended that the County Board accept Cannon Falls' request and to further authorize the Engineer to request MnDOT to perform an updated speed zone study on CSAH 17 from 4,308' east of TH 20 to 7,056' east of TH 20 to verify if the statutory speed in this zone is still valid. An updated speed zone study based on current traffic patterns would provide the necessary justification to determine if the speed on this segment of CSAH 17 should remain the same or be reduced.

*"To effectively promote the safety, health, and well-being of our residents"*

**CITY OF CANNON FALLS  
GOODHUE COUNTY, MINNESOTA**

**RESOLUTION NUMBER 2361**

**RESOLUTION REQUESTING SPEED STUDY FOR GOODHUE COUNTY  
ROAD 17 EAST WITHIN CANNON FALLS**

**WHEREAS**, the City of Cannon Falls is located in Goodhue County; and

**WHEREAS**, Goodhue County Road 17 has portions that are within the City of Cannon Falls; and

**WHEREAS**, the City of Cannon Falls has seen significant housing develop along the eastern part of Goodhue County Road 17 within the City of Cannon Falls; and

**WHEREAS**, the posted speed limit on that section is 55 miles per hour; and

**WHEREAS**, the residents who live in the housing development along Goodhue County Road 17 in Cannon Falls have no alternate route to connect to the rest of the City of Cannon Falls by either foot or bicycle; and

**WHEREAS**, pedestrians and bicyclists must share the roadway with motor vehicles; and

**WHEREAS**, the City of Cannon Falls believes the speed of the roadway should be reduced; and

**WHEREAS**, Minnesota State Statute 160.14 sets the speed limits for roadways; and

**WHEREAS**, the authority to change roadway speeds lays with the Minnesota Department of Transportation

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Cannon Falls City Council requests Goodhue County to petition the Minnesota Department of Transportation for a speed study for the eastern section of County Road 17, within the City of Cannon Falls.

**ADOPTED** by the City Council of Cannon Falls this 19<sup>th</sup> day of June, 2018.

**CITY OF CANNON FALLS**



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Lyman M. Robinson  
Mayor

ATTEST:



Lanell Endres  
Interim City Administrator

**BOARD OF COUNTY COMMISSIONERS  
GOODHUE COUNTY, MINNESOTA**

Date: 02 Jul 2018

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WHEREAS, the City of Cannon Falls, by the attached resolution number 2361, has requested that a speed study be performed on the eastern portion CSAH 17 within city limits, and;

WHEREAS, urban development of this section of CSAH 17 has been occurring;

WHEREAS, the State of Minnesota requires that an official speed study be performed by MnDOT.

NOW, THEREFORE, BE IT RESOLVED, The Goodhue County Board of Commissioners hereby authorizes the County Engineer to formally request that MnDOT conduct a speed study on CSAH 17 from 4,308' east of TH 20 to 7,056' east of TH 20.

State of Minnesota  
County of Goodhue

Allen	Yes	___	No	___
Anderson	Yes	___	No	___
Nesseth	Yes	___	No	___
Majerus	Yes	___	No	___
Drotos	Yes	___	No	___

I, Scott Arneson, duly appointed, qualified and County Administrator of the County of Goodhue, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Goodhue County, Minnesota at their session held on the 2<sup>nd</sup> day of July 2018, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Red Wing, Minnesota, this 2<sup>nd</sup> day of July 2018.

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Scott Arneson  
County Administrator



**Scott O. Arneson**  
County Administrator  
Goodhue County

509 W. Fifth St.  
Red Wing, MN 55066  
Office (651) 385.3001  
Fax (651) 385.4873

To: Board of Commissioners

From: Scott O. Arneson

Date: June 27, 2018

Re: Resolution approving various banking and financial activities

Given the upcoming retirement of County Finance Director, Carolyn Holmsten, staff recommends the board approve the proposed resolution for various banking and financial activities:

BE IT RESOLVED, that the below listed individuals are hereby authorized to designate financial institutions as depositories of Goodhue County funds, make investments of said funds under Minnesota statutes 118A.01 to 118A.06, and represent Goodhue County in executing any and all documents relating to these institutions.

Authorized agents:

Finance and Taxpayer Services- Brian Anderson  
Administration- Andrea Benck

**GOODHUE COUNTY BOARD OF COMMISSIONERS**

RONALD ALLEN  
1<sup>st</sup> District  
1713 Siewert Street  
Red Wing, MN 55066

BRAD ANDERSON  
2<sup>nd</sup> District  
10679 375<sup>TH</sup> St. Way  
Cannon Falls, MN 55009

BARNEY NESSETH  
3<sup>rd</sup> District  
41595 Co. 8 Blvd  
Zumbrota, MN 55992

JASON MAJERUS  
4<sup>th</sup> District  
39111 Co. 2 Blvd  
Goodhue, MN 55027

PAUL DROTOS  
5<sup>th</sup> District  
1825 Twin Bluff Rd  
Red Wing, MN 55066



## GOODHUE COUNTY SOIL & WATER CONSERVATION DISTRICT

104 East 3<sup>rd</sup> Ave, P.O. Box 335  
Goodhue, MN 55027  
651-923-5300, Ext. 4  
[www.goodhueswcd.org](http://www.goodhueswcd.org)

**To:** Goodhue County Board of Commissioners

**From:** Goodhue County Water Plan Coordinator, Beau Kennedy

**Date:** June 26, 2018

**Subject:** Resolution to Adopt "Other Watercourses"

**Recommended Action:** Approve Resolution adopting described "other watercourses" in Goodhue County

Under MN State Statute 103F.48 Subp.4 of the 2015 State Buffer Law, SWCDs must develop, adopt and submit to each local water management authority a summary of 'other watercourses' they believe need further protection (a buffer). On June 26<sup>th</sup> of 2017, the Goodhue SWCD approved a resolution identifying 'other watercourses' to be included in local water management authority water plans as required by this Statute. This resolution takes a descriptive approach for further protection of our riparian areas. Also noted in the resolution, the Goodhue SWCD Supervisors define their support of implementing these buffers as voluntary.

Once the Goodhue County Board of Commissioners signs this resolution, I will notify our adjoining county staff, BWSR, MNDNR and MPCA of the incorporation of these 'other watercourses' into our Goodhue County Comprehensive Water Plan.

Thank you for your time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beau Kennedy".

Beau Kennedy  
Water Planner/Wetland Adm.  
Goodhue County SWCD

Resolution ###

Local Water Resources Riparian Protection in Goodhue County

"Other Waters" under the Buffer Law

Whereas, Minnesota statues 103F.48 requires Soil and Water Conservation Districts (SWCDs) in consultation with local water management authorities, to develop, adopt, and submit to each local water management authority within its boundary a summary of watercourses for inclusion in the local water management plan.

Whereas, the Board of Water and Soil Resources (BWSR) has adopted the Local Water Resources Riparian Protection ("Other Watercourses") Policy, dated August 25, 2016, which identifies steps SWCDs are required to take in developing said inventory.

Whereas, Goodhue County SWCD has reviewed numerous map options and determined that producing a map of all the watercourses meeting the eligibility criteria would be time consuming and would not be inclusive of all watercourses where water quality would benefit from the installation of a buffer or filter strip.

Whereas, the Goodhue County SWCD determined that the rationale for inclusion of "other watercourses" is to be inclusive of all watercourses where water quality would benefit from the installation of a buffer or filter strip. Therefore be it resolved that, the summary of watercourses or "other watercourses" for Goodhue County shall be descriptive in format instead of in map format.


Be it resolved that, to comply with MS 103F.48, the following shall describe "other watercourses" in Goodhue County for the purpose of inclusion in future local water management authorities updates within Goodhue County and to guide Goodhue County SWCD decision making in order to further the goal of protecting riparian areas:

Any area where water flow concentrates (permanent or intermittent flows) and water quality from the contributing watershed would benefit from a vegetative buffer or alternative riparian water quality practice installed voluntarily by the landowner and for which the Goodhue County SWCD will seek incentives to assist the landowner(s) to install and maintain a vegetative buffer in order to:

1. Slow the rate of water runoff and overland flows in order to maintain the stability and environmental integrity of the watercourse,
2. Sustain the existing land use of the contributing drainage area by maintaining or improving water quality,
3. Reduce water runoff by encouraging infiltration,
4. Reduce the rate of soil loss from the contributing watershed to the rate of tolerable soil loss ("T" rate) or below,
5. Provide complementary values of water quality, hydrologic stability, soil conservation, fish and wildlife habitat, and ecological protection,
6. Improve the quality of downstream receiving waters, and
7. Other values as may be mutually determined by the Goodhue County SWCD and the landowner.

Be it further resolved that, it is the policy of the Goodhue County SWCD that watercourses may be identified by a variety of mapping and remote sensing methods which may change over time but must be verified by on site field investigation conducted by the SWCD in cooperation with the landowner.

Motioned by Ed McNamara seconded by Jeff Beckman to approve the resolution for Local Water Resources Riparian Protection in Goodhue County "Other Waters" under the Buffer Law: A roll call vote was taken with the following results: McNamara-Yea; Beckman-Yea; Comstock-Yea; Jaeger-Yea. Motion passed.

 6-26-17

## **Resolution to Incorporate the Summary of Watercourses into the Goodhue County Comprehensive Local Water Management Plan**

**Whereas;** Minnesota Statutes Chapter 103F.48 requires soil and water conservation districts (SWCDs) in consultation with local water management authorities, to develop, adopt, and submit to each local water management authority within its boundary a summary of watercourses.

**Whereas;** The Board of Water and Soil Resources has adopted Buffer Law implementation Policy #6 'Local Water Resources Riparian Protection ("Other Watercourses")' which identifies steps SWCDs are required to take in developing said inventory.

**Whereas;** the Goodhue SWCD has adopted a descriptive inventory of other watercourses on June 26<sup>th</sup> 2017.

**Whereas;** Goodhue County recommends that implementation of buffers or other practices on these waters be voluntary in nature through the Comprehensive Local Water Management Plan.

**Whereas;** Minnesota Statutes Chapter 103F.48 requires a local water management authority that receives a summary of watercourses identified under this subdivision must incorporate an addendum to its comprehensive local water management plan or comprehensive watershed management plan to include the SWCD recommendations by July 1, 2018.

**Whereas;** Minnesota Statutes Chapter 103F.48 does not require a plan amendment as long as a copy of the included information is distributed to all agencies, organizations, and individuals required to receive a copy of the plan changes.

**Therefore be it resolved that;** The summary of watercourses or "other waters" for Goodhue County shall be incorporated as an addendum in its current local water management plan.

**Be it further resolved that;** Goodhue County authorizes staff to provide a copy of the addendum and any supporting information to be distributed to all agencies, organizations, and individuals required to receive a copy of the plan changes.

**Goodhue County Public Works  
Project Status Report for July 2, 2018**

ROUTE	TYPE OF WORK/PROJECT LOCATION	CURRENT STATUS
	<b>Project Funding</b>	
CSAH 1	Concrete Surfacing	The County applied for and was awarded \$1,000,000 from the Local Road Improvement Program. Construction Program to be updated.
Hader Interchange	Corridor of Commerce Program	MnDOT is in the process of hiring a consultant to complete a preliminary design for the regrading of S.B. 52. That design process will determine if an interchange is built in 2021
	<b>Bidding</b>	
CSAH 21	Update Signal and Pedestrian Ramps at TH 58	Currently advertising with a bid opening of July 17, 2018.
	<b>Bridge Construction</b>	
Vasa Twp.	Construct Bridge 25J87 in Vasa Twp. on Sunset Trail.	Construction complete. Project suspended until acceptance of turf establishment.
Zumbrota Twp.	Construct Bridge 25J92 in Zumbrota Twp. on 400 <sup>th</sup> Street.	Construction complete. Project suspended until acceptance of turf establishment.
	<b>Road Construction</b>	
CSAH 1	Light Grading project between TH 60 and CSAH 9.	Grading sections between CSAH 30 and CSAH 9 are complete. The detour has been switched and grading on the south end has begun. All work anticipated to be completed by early July. Rain has slowed project progress.
Various	Aggregate Surfacing	Construction completed.
Various	Seal Coat CSAH 2, 5, 10, 24, & CR 51	Work has begun with the seal coat operation. CR 51 and CSAH 24 completed so far.
Various	Traffic Marking	Latex striping work completed. Ground-in epoxy work progressing with all work estimated to be completed by June 29th.
CSAH 21	Concrete Surfacing TH 58 – 170' East of Eagle Ridge Drive	Construction has begun. Paving operations began June 25 <sup>th</sup> .
CSAH 1	Concrete Surfacing & FDR TH 60 – TH 52	Construction anticipated to start after July 4 <sup>th</sup> .



ROUTE	TYPE OF WORK/PROJECT LOCATION	CURRENT STATUS
	<b>Maintenance Department</b>	
CSAH 1	Gravel Maintenance between TH 60 and CSAH 9	Work to continue until the paving contract begins.
Various	Routing and Sealing CSAH 2, 5, 7, 9, 16, 24 & CR 51	Work completed.
Various	Sweeping	Work completed.
Various	Bridge Deck Washing	Work completed.
Various	Mastic One CSAH 7, 9, 11, & CR 51	Work in progress.
Various	Weed Spraying	Main ditch spraying has been completed. Spot spraying to continue.
Various	Ditch Mowing	Top cut has begun.
Various	Shouldering	Work to continue.
	<b>Planning &amp; Studies</b>	
St Paul - Chicago	High Speed Rail Planning (MHSRC)	Working on a second train between the Twin Cities and Chicago. River route remains the preferred alternative. Commission will continue both its public rail advocacy and to comment on MnDOT's river route process.
Red Rock Corridor	Commuter Rail Planning (RRC Commission)	The Commission determined Bus Rapid Transit to be the best alternative and has adopted the Final Report. An implementation plan for a future extension of the Bus Rapid Transit (BRT) line to Hastings is in planning stages.
Zip Rail Rochester – Twin Cities	High Speed Rail Planning (OCRRA & Mn/DOT)	MnDOT announced their project is “shelved” and no further public work is to be done. A Tier 1 EIS was not completed. A private firm analyzed the feasibility of a zip rail along the same alignment, but their work was non-public and no communication has been made by them for some time.
TH 63	Mississippi River Bridge @ Red Wing (Mn/DOT)	Construction has begun and completion is slated for 2020.