



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Room 172
Center City, MN 55012-9663

Commissioners:
District 1
Chris DuBose
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Mike Robinson

REGULAR MEETING – Wednesday, March 17, 2021 County Board Room, Room 172

6:30 p.m. Convene; Pledge of Allegiance; Approve Agenda

Road & Bridge Committee of the Whole:

Discussion

- | | |
|--|-------|
| 1.) County Engineer's Report | TAB 1 |
| Items for Committee Review/Recommendation: (discussed in detail as requested) | |
| 2.) Award and Approval for CP 13-04-21 | TAB 2 |
| 3.) Award and Approval for CP 13-64-21 & CP 13-65-21 | TAB 3 |
| 4.) Cooperative Agreement for CSAH 30 Project | TAB 4 |
| 5.) Right-of-Way Services for WSB for CSAH 26 | TAB 5 |
| 6.) Professional Services Contract for FWD Spring Load Restriction Highway Testing | TAB 6 |
| 7.) Right of Plat for CSAH 26 | TAB 7 |
| 8.) Maps of 2021 Pavement Maintenance and Seal Coat Project | TAB 8 |
| 9.) 2022 – 2026 Transportation Improvement Plan | TAB 9 |

7:00 p.m. Citizen's Forum

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. You will be limited to three minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak that night."

Board of Commissioners' Consent Agenda:

- | | |
|---|--------|
| 1.) R&B Committee Recommendation – County Engineer's Report | TAB 1 |
| 2.) R&B Committee Recommendation – Award and Approval for CP 13-04-21 | TAB 2 |
| 3.) R&B Committee Recommendation – Award and Approval CP 13-64-21 & CP 13-65-21 | TAB 3 |
| 4.) R&B Committee Recommendation – Prof. Contract with Braun FWD Testing | TAB 4 |
| 5.) R&B Committee Recommendation – Right-of-Way Services for WSB for CSAH 26 | TAB 5 |
| 6.) R&B Committee Recommendation – Right-of-Way Services for Braun for CSAH 30 | TAB 6 |
| 7.) R&B Committee Recommendation – Right-of-Way Plat for CSAH 26 | TAB 7 |
| 8.) R&B Committee Recommendation – Maps of 2021 Pavement Maint. and Seal Coatings | TAB 8 |
| 9.) R&B Committee Recommendation – 2022 – 2026 Transportation Improvement Plan | TAB 9 |
| 10.) Minutes from the March 3, 2021 Regular Meeting | TAB 10 |
| 11.) Payment of County's Warrants and Miscellaneous Bills | TAB 11 |

Environmental Services/Zoning Report – Kurt Schneider, Director

- | | |
|--|--------|
| 12.) Director's Report | TAB 12 |
| 13.) 2021 Aquatic Invasive Species Control Partnership Program between LID | TAB 13 |
| 14.) 2021 LID District Water Quality Monitoring Work Plan | TAB 14 |
| 15.) Personnel Requisition – Parks Maintenance Technician | TAB 15 |

Other Business of the County Board

- | | |
|---|--------|
| 16.) Report and Recommendations from the March 9 th , 2021 B/F Meeting | TAB 16 |
|---|--------|

17.) Service Agreement with Resource Training and Solutions – HHS	TAB 17
18.) Annual Medical Examiner Report	TAB 18
19.) Chisago Lakes Joint Sewage Treatment Commission Loan Application – Baker Tilly	TAB 19
20.) City of Saint Paul Mutual Aid Agreement – CCSO	TAB 20
21.) Setting a Housing Trust Fund Ordinance Public Hearing – HRA/EDA	TAB 21
22.) Discussion of Boardroom Restrictions due to COVID	TAB 22

Discussion Items:

- Correspondence
 - Administrator Updates
 - Commissioner Committee Reports
- CORR.

Adjourn Meeting of the Board of Commissioners

Citizen's Forum:

The Citizen's Forum is provided so individuals may make a comment, statement, question or proposal to the Chisago County Board of Commissioners. Comments, statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. Individuals are asked to conduct themselves in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak.

Due to the COVID-19 Pandemic and Governor Walz Executive Orders, the Chisago County Board of Commissioners have changed the way Citizen's Forum takes place at the Chisago County Board of Commissioner's meetings. Citizens may participate in the Board meetings in one of two ways;

1. Letters may be submitted to individual Commissioners or the County Administrator directly or through the 'Form Center' on the County Website. Letters will be accepted up until 2 hours before the Board meeting time. Commissioners may choose to read the letter before the Board and the public for up to 3 minutes. The letters will not become a part of the formal record, as is consistent with County precedent.
2. Due to the Board's desire to follow the CDC and MDH guidelines, strict social distancing is maintained in the Boardroom and County Government Center at all times. Due to social distancing requirements, the Board will limit the number of individuals in the County Boardroom to no more than 10. However, individuals wishing to participate in Citizen's Forum in-person may sign up via a sign-up sheet, and they will be asked to speak at the microphone for up to 3 minutes during the Citizen's Forum portion of the meeting. The microphone is positioned in the doorway of the County Boardroom so the Board may see and hear the presenter while maintaining social distancing.





CHISAGO COUNTY DEPARTMENT OF PUBLIC WORKS

Mail: 313 North Main Street, Room 400
Center City, MN 55012-9863
Office: 31325 Oasis Road, Center City, MN 55012-9863
Phone (651) 213-8700
Fax (651) 213-8772

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimmion
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: Chisago County Board of Commissioners
FROM: Joe Triplett, P.E.
DATE: March 9, 2020
RE: Public Works Director's Report

Project Update:

- CSAH 30 – TH 95 to CSAH 10. Apparent low bidder is Shafer Contracting. Looking to approve and award tonight and have construction testing contract for consideration, too.
- CSAH 4 – CSAH 7 to CSAH 2. Apparent low bidder is Knife River. Looking to approve and award tonight
- CR 64/65 Reconditioning Project. Apparent low bidder is Valley Paving. Looking to approve and award tonight
- 2021 Pavement Maintenance Project. Opening bids on March 30. Map is included for reference.
- 2021 Seal Coat Project. Opening bids on March 30. Map is included for reference.

Project Development Update:

- CSAH 26 between CSAH 37 and TH 8. Professional services contract for right of way services for consideration tonight. Preliminary alignment and profile set.
- CSAH 23/24 Roundabout. Working on final design.
- CR 86 between TH 95 and CSAH 26. Reviewing subsurface report and setting preliminary profile.
- CR 55 between CR 56 and 517th. Reviewing culvert and survey data.
- CR 79 between TH 95 and CR 71. Looking at guardrail and culvert section. Reviewing gravel and ditching needs.

CSAH 30 Cooperative Agreement

The cooperative agreement for the CSAH 30 project to lay out responsibilities and fiscal participation has been approved by North Branch Water & Light Commission and the City of North Branch. All that is left is for Board consideration and I do recommend approval of the agreement.

Bonding Request at Legislature

Commissioner Dubois and I testified before the Senate Transportation Finance & Policy Committee on March 4th. Senator Koran introduced a funding bill for the TH 8 project.

Redesignation Plan

Unfortunately, my initial redesignation plan will not be possible as both Isanti County and Pine County have County State Aid Highways (CSAH) that run into our CSAH 6 & CSAH 9, respectively. State Aid rules dictate that at a border, a CSAH needs to end at a Trunk Highway or another CSAH, not county road. That means I need to rework the plan to maximize our funding, so we can construct our T.I.P. I hope to have it for your consideration at the next Road & Bridge meeting.

2022 – 2026 Transportation Improvement Plan (TIP)

The 2021 TIP was approved in December and we are well on our way to delivering it. For your consideration is the 2022 – 2026 TIP. This is the document we use to plan our major transportation system improvements over the next 5 years.

Funding remains an issue, not only from a construction standpoint, but from a maintenance & resurfacing standpoint. This 5-year TIP only factors in a small increase in the Local Option Sales Tax revenue stream, but a more substantial, local investment needs to be considered or at least discussed. Our annual unmet needs continue to rise and are in the millions of dollars.

Everyone uses our highways and transportation system. It is a vital component to our county. I think it would be good to schedule a workshop to discuss needs, goals and funding. If that is something the Board would like to undertake, I can work with Chase to set something up.

Chisago County Request For Board Action

Meeting Date: March 17, 2021	Item Number: 2
Title of Item for Consideration: Award & Approval of CSAH 4 Resurfacing Project	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: Project included in Board approved 2021 T.I.P.	
Background: We have bid out our CSAH 4 Resurfacing Project. We received 3 bids ranging from the low bid of \$1,471,602.55 to the high bid of \$1,976,672.65. Engineer Estimate was \$1,793,201.75. Knife River of St. Cloud, MN, is the apparent low bidder and they are recommended the award and approval of project. Attachment(s): Contracts	
Action Requested/Recommended: The County Board is respectfully requested to approve & award the CSAH 4 Resurfacing project to Knife River of St. Cloud, MN. The following motion is suggested: <i>“Move to approve & award the CSAH 4 Resurfacing project to Knife River of St. Cloud, MN.”</i>	
Implications of Action: Award and approval of this contract will allow the County to move forward and construct. Budget/Financial Implications: Project is funded from 03-325-6604. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Project Contract for CSAH 4 Resurfacing Project

This Agreement entered into this ____ day of _____, 2021,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Knife River Corporation, a Minnesota Corporation,
4787 Shadow Wood Dr. NE, Sauk Rapids, Minnesota 56379

The Project: CSAH 4 Resurfacing Project
C.P. 13-04-21

Engineer: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

1.1 The Contract Documents, in order of priority, consist of:

- (A) This Contract;
- (B) The Instructions to Bidders;
- (C) The Bid/Proposal Form;
- (D) The General Conditions of the Contract;
- (E) Project Manual;
- (F) Drawings, Schemes and Designs and Specifications;
- (I) All Modifications issued after execution of this Contract;
- (J) Bonds and Insurance;
- (K) The Contractor's final proposal.

1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.

1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the CSAH 4 Resurfacing Project (C.P. 13-04-21), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approved progress schedule.

3.4 This Contract allows for a flexible starting date to occur after June 7, 2020. However, the Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved construction schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.5 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract in no more than 25 Working Days.

3.6 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before August 27, 2021.

3.7 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 calendar days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: One million four hundred seventy-one thousand six hundred two dollars and fifty-five cents (\$1,471,602.55).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 Termination for Insufficient Funding. County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or faxed notice to the Contractor within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for

work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

8.4 Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims, actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provide in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County from liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County.

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
31325 Oasis Rd.
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
John Quade
Knife River Corp
4787 Shadow Wood Dr. NE
Sauk Rapids, MN 56379
(320) 251-9472
krcmn.subquotes@kniferiver.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contractor which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than ~~forty (40)~~ full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for

determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. **Certification.** The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 **Terms** used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 **Waiver.** Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 **Modifications.** Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 **Severability.** The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the

remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

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Chisago County Request For Board Action

Meeting Date: March 17, 2021	Item Number: 3
Title of Item for Consideration: Award & Approval of CR 64 & CR 65 Resurfacing Project	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: Project included in Board approved 2021 T.I.P.	
Background: The County has bid the CR 64 & CR 65 Resurfacing Project. The County has received 4 bids ranging from the low bid of \$549,587.99 to the high bid of \$712,614.85. Engineer Estimate was \$742,866.90. Valley Paving of Shakopee, MN, is the apparent low bidder and is recommended the award and approval of project. Attachment(s): Contracts	
Action Requested/Recommended: The County Board is respectfully requested to approve the CR 64 & CR 65 Resurfacing Project to Valley Paving of Shakopee, MN. The following motion is suggested: <i>“Move to approve & award project approve the CR 64 & CR 65 Resurfacing Project to Valley Paving of Shakopee, MN.”</i>	
Implications of Action: Award and approval of this contract will allow the County to move forward and construct. Budget/Financial Implications: Project is funded from 03-325-6604 Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Project Contract for CSAH 64 and 65 Resurfacing Project

This Agreement entered into this ____ day of _____, 20__.

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Valley Paving, Inc., a Minnesota Corporation,
8800 13th Avenue East, Shakopee, Minnesota 55379

The Project: C.R. 64 & 65 Resurfacing Project
C.P. 13-64-21 & C.P. 13-65-21

Engineer: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

1.1 The Contract Documents, in order of priority, consist of:

- (A) This Contract;
- (B) The Instructions to Bidders;
- (C) The Bid / Proposal Form;
- (D) The General Conditions of the Contract;
- (E) Project Manual;
- (F) Drawings, Schemes and Designs and Specifications;
- (G) All Modifications issued after execution of this Contract;
- (H) Bonds and Insurance;
- (K) The Contractor's final proposal.

1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.

1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the C.R. 64 & 65 Resurfacing Project (C.P. 13-64-21 & C.P. 13-65-21), all in conformance with the Contract Documents as listed in Article 1.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approved progress schedule.

3.4 This Contract allows for a flexible starting date to occur after June 7, 2020. However, the Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved construction schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.5 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract in no more than 20 Working Days.

3.6 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before August 27, 2021.

3.7 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 calendar days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: Five hundred forty-nine thousand five hundred eighty-seven dollars and ninety-nine cents (\$549,587.99).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 **Termination for Insufficient Funding.** County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or faxed notice to the Contractor within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date.

of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

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8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims, actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provided in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County from liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County.

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
31325 Oasis Rd.
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
Brent Carron
Valley Paving Inc.
8800 13th Avenue East
Shakopee, MN 55379
(952) 445-8615
brent@valleypaving.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contractor which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for

determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. **Certification.** The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 **Terms** used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 **Waiver.** Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 **Modifications.** Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 **Severability.** The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the

remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

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Chisago County Request For Board Action

Meeting Date: March 17, 2021	Item Number: 48
Title of Item for Consideration: Cooperative Agreement for CSAH 30 Reconstruction Project	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: Project included in Board approved 2021 T.I.P.	
Background: The County has bid out the CSAH 30 Reconstruction Project. The received 5 bids ranging from the low bid of \$5,999,947.47 to the high bid of \$7,164,631.64. Engineer Estimate was \$6,615,335.10. Shafer Construction of Shafer, MN, is the apparent low bidder and it is recommend for the award and approval of project. Attachment(s): Contracts	
Action Requested/Recommended: The County Board is respectfully requested to approve the cooperative Agreement for CSAH 30 Reconstruction Project & award project to Shafer Construction. The following motion is suggested: <i>"Move to approve the cooperative Agreement for CSAH 30 Reconstruction Project & award project to Shafer Construction."</i>	
Implications of Action: Award and approval of this contract will allow the County to move forward and construct. Budget/Financial Implications: Project is funded from 03-325-6605 Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Project Contract for CSAH 30 Reconstruction Project

This Agreement entered into this ____ day of _____, 20__.

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Shafer Contracting Co., a Minnesota Corporation,
30405 Regal Avenue, Shafer, Minnesota 55074

The Project: CSAH 30 Reconstruction Project
S.P. 013-630-017

Engineer: Joe Triplett, P.E.
Director / County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS

1.1 The Contract Documents, in order of priority, consist of:

- (A) This Contract;
- (B) The Instructions to Bidders;
- (C) The Bid /Proposal Form;
- (D) The General Conditions of the Contract;
- (E) Project Manual;
- (H) Drawings, Schemes and Designs and Specifications;
- (I) All Modifications issued after execution of this Contract;
- (J) Bonds and Insurance;
- (K) The Contractor's final proposal.

1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.

1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the CSAH 30 Reconstruction Project (S.P. 013-630-017), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approved progress schedule.

3.4 Contractor must start construction operations on April 26, 2021, or no later than eight Calendar days after the date of Notice Contract Approval, whichever is later. Contractor must not begin construction operations before contract approval.

3.5 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract in no more than 92 Working Days.

3.6 In addition to the requirement above all work required to complete the reconstruction portion in Downtown North Branch (Sta. 112+60.88 to Sta. 132+78.88), except for final clean-up, signing and striping, shall be completed using the closure of CSAH 30 and the use of the Stage I Detour as shown on sheet 71 of the Plan in no more than 40 Working Days. The 40 Working Days do not need to be consecutive.

3.7 Unless authorized in writing by the Engineer, the Contractor must not begin construction operations that impact, restrict, or interfere with traffic, before receiving Notice to Proceed. The Engineer will determine whether operations impact, restrict, or interfere with traffic in the Engineer's sole discretion.

3.8 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 calendar days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

3.9 The Contractor must not perform work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

(A) If the Contractor chooses not to work at all on the day before the holiday period, then the Department will not assess working day charges.

(B) If the Contractor chooses to work before 12:00 noon on the day before the holiday period (or later than 12:00 noon if approved by the Engineer), then the Department will assess working day charges only for the actual hours worked.

3.10 The following phrase is deleted from MnDOT 1806.3: "(2) On Saturdays, Sundays, and legal holidays"; and is replaced with: "(2) On Sundays and legal holidays". The effect of this modification is that the County will assess Working Day charges 6 days per week, Monday through Saturday, excluding legal holidays.

3.11 The Department will base working day charges on a 10 hour working day.

3.12 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 calendar days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: Five million nine hundred ninety-nine thousand nine hundred forty-seven dollars and forty-seven cents (\$5,999,947.47).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
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6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

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7.1 Termination for Insufficient Funding. County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or faxed notice to the Contractor within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

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ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

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This provision is not intended to create any cause of action in favor of any third party against the Contractor or the county or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County from liability for damages.

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Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
Chris Tredinnick
Shafer Contracting Co
30405 Regal Avenue
Shafer, MN 55074
(651) 257-5019
ctredinnick@shafercontracting.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

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- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
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 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
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- 3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
- 4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

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13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor represents that the persons/party executing this Contract is duly authorized to bind the Contractor hereto.

COUNTY OF CHISAGO

BY: _____
Chris Dubose, Chair
Chisago County Board

Dated: _____

Attest: _____

CONTRACTOR: SHAFER CONTRACTING CO.

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

By: _____
(Signature) (Title)

Dated: _____

Print: _____

I, _____ (individual's name) the _____ (title) of
_____ (company name), being duly sworn, represent and
warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the
organization/corporation, intending this Agreement to be a legally binding obligation of the entity.

Sworn before me this ____ day of _____, 20__

Notary Public

Reviewed as to Form and Execution:
JANET REITER, CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge, Assistant County Attorney
Date: March 9, 2021

Chisago County, Minnesota
Cooperative Agreement

Agreement Number:
Project Numbers: S.P. 013-630-017
CSAH 30 Reconstruction



BI-AGENCY AGREEMENT

BY AND AMONG

NORTH BRANCH WATER & LIGHT, MINNESOTA

AND

CITY OF NORTH BRANCH, MINNESOTA

AND

CHISAGO COUNTY, MINNESOTA

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS AND EXHIBITS

- Section 1.01 Definitions
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Section 7.13	General Limitations on Obligations
Section 7.14	Effective Date

BI-AGENCY AGREEMENT

THIS BI-AGENCY AGREEMENT is by and among North Branch Water & Light, a Minnesota municipal utility, City of North Branch, Minnesota, a municipal corporation duly organized and existing under the Constitution and laws of the State of Minnesota (hereinafter referred to as the "City"), and Chisago County, a duly organized and existing county of the State of Minnesota (hereinafter referred to as the "County"). Together the Utility, the City and the County may be referred to as the "Parties."

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties set forth herein, the parties hereby recite and agree as follows:

ARTICLE I
DEFINITIONS AND EXHIBITS

Section 1.01. Definitions.

"CSAH 30 Project" means the expansion and improvements project of the existing roadway approximately contained between CSAH 10 and TH 95 along the existing street alignment, as generally described in Exhibit B and more specifically described in the Construction Plans.

"City" means City of North Branch, Minnesota.

"Utility Work" means any work, water main related.

"City Council" means the City Council of the City.

"Construction Plans" means the plans, specifications, drawings and related bid documents for the construction work to be performed by or on behalf of the County on the Improvements or any portion thereof.

"Costs" means all costs which under generally accepted accounting principles are capital costs, but excluding capitalized interest and financing costs; the Costs of the Improvements being estimated to comprise the items and amounts set forth in Exhibit A.

"Chisago County" or the County means Chisago County, Minnesota.

"Estimated Completion Date" means, with respect to any component of the Improvements, the estimated schedule for commencing and completing Right-of-Way acquisition, planning and design, construction bidding, and construction, which is specified in Exhibit A.

"Estimated Cost" means, with respect to any component of the Improvements, the estimated capital cost thereof as shown in Exhibit A.

"Estimated Expenditure Schedule" means, with respect to any component of the Improvements, the estimated schedule of expenditures to be made with respect thereto as shown in Exhibit A.

"Existing CSAH 30" means CSAH 30 as it now exists within the limits of City of North Branch.

"Improvements" means the CSAH 30 Reconstruction.

"MnDOT" means the Minnesota Department of Transportation.

"Minimum Wage Requirements" means the prevailing wage rates and hourly basic pay rates for all trades and occupations as certified from time to time by the Minnesota Commissioner of Labor and Industry pursuant to Minnesota Statutes, Chapter 177.

"Project" means activities surrounding the CSAH 30.

"State" means the State of Minnesota.

"Unavoidable Delay" means a delay resulting from a cause outside the control of the party claiming its occurrence and which is not caused by such party's negligence, including but not limited to those due to strikes, work stoppages, boycotts, other labor issues, unavailability or delay in delivery of materials, unusually severe or prolonged bad weather, acts of God, fire or other casualty, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly result in delays, and/or acts of the City where required pursuant to this Agreement to act by a specified date or within a specified or reasonable period and fails to do so.

"Utility" means North Branch Water & Light.

"Work" means the work to be performed by the County with respect to the Improvements pursuant to this Agreement.

Section 1.02. Exhibits.

The following are the Exhibits to this Agreement, all of which are hereby incorporated into this Agreement by reference.

Exhibit A – Estimated Cost

Exhibit B – Description of Improvements

Exhibit C – Estimated Project Schedule

ARTICLE II

RECITALS

Section 2.01. Recitals.

As a basis for the contractual obligations undertaken by the Parties herein, the Parties recite and agree as follows:

- (a) The Parties desire to jointly provide for the reconstruction certain of City streets and utilities, storm sewer, County Highway 30 construction referred to herein as the Improvements.
- (b) The purpose of this Agreement is, (a) to establish the obligations of each of the Parties with respect to the Improvements, including but not limited to the payment of the capital cost of the Improvements; (b) to establish procedures governing the planning, design and construction of the Improvements; and (c) to establish a time schedule for the Project and the various elements thereof.
- (c) Each of the Parties has authority to enter into this Agreement and has duly authorized its execution and delivery; and, upon due authorization, execution and delivery by the other parties hereto, represents and warrants that this Agreement will be a valid and binding obligation of such Party.

ARTICLE III

THE IMPROVEMENTS

Section 3.01. Lead Agency.

The Parties hereby designate the County as the agency which is primarily responsible for the detailed planning, design and construction of the Improvements, subject to the terms and conditions of this Agreement.

Section 3.02. Compliance with State Law, Etc.

The Work shall be performed by the County in accordance with all applicable Federal, State and local laws, rules, regulations and ordinances, including but not limited to, the Minimum Wage Requirements, and all applicable Environmental Controls.

Section 3.03. Consulting Engineer.

The County may employ a Consulting Engineer to supervise the construction of the Improvements, subject to the terms and conditions of this Agreement.

Section 3.04. Construction Plans; Approvals.

- (a) CSAH 30 shall be designed and constructed in accordance with the requirements applicable to MnDOT, City and County standards, and the construction plans for the Project shall be submitted to and subject to approval by the City prior to advertisement for construction bids.
- (b) The County shall keep the Utility and the City advised as to the progress of the Work. The Utility and the City shall give requests by the County for approvals under this Agreement their immediate attention and shall act upon such requests within not more than 30 days or such other period as is necessary to enable the County to comply with this Agreement.

Section 3.05. Right-of-Way.

- (a) The City shall grant to the County such temporary and permanent easements over land or rights-of-way owned by the City as may be necessary to enable the County to construct and locate the Improvements.
- (b) The County shall acquire all other temporary and permanent easements and rights-of-way in or over private property as may be necessary to construct, locate and operate and maintain the CSAH 30 Project.

Section 3.06 Construction.

- (a) The County may enter into one or more contracts providing for the construction of all or any portion of the Improvements, as determined by the County to be most advantageous to ensure that each of the Improvements is completed at or before its Estimated Completion Date as described in the Estimated Project Schedule, Exhibit C.
- (b) The County shall advertise for sealed bids for the construction of the CSAH 30, such advertisement to be in accordance with State law. The Plans, Specifications and Bid Documents shall require that bidders specify separate quantities of work and materials and a separate bid price for each component of the Improvements.

Section 3.07 Completion Date.

The County understands and agrees that the construction and completion of the Improvements must be coordinated with each other. The project shall begin on April 26, 2021, or no later than eight Calendar days after the date of Notice Contract Approval, whichever is later. Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract in no more than 92 Working Days absent an Unavoidable Delay, as defined herein.

Section 3.08 Supplemental Agreements and Change Orders.

The County may make supplemental agreements or change orders to any approved construction contract related to the Improvements. The City will be notified of any major changes to the Work.

The Utility may make supplemental agreements or change orders to any approved construction contract related to the Utility Work. It shall work through the County for any such changes.

The City may make supplemental agreements or change orders to any approved construction contract related to the Work. It shall work through the County for any such changes.

Section 3.09 Asbuilts.

The County will not be providing asbuilts for this project. Should the City or the Utility desire asbuilt information, they will need to arrange for and fund said activity.

ARTICLE IV
IMPROVEMENTS FUNDING

Section 4.01 Improvements Cost; Funding.

The Utility shall reimburse the County for the cost for each of the items associated with the Project as contained in the "Final Estimate – Low Bid Summary" provided in Exhibit

A. Reimbursement shall be made by the City to the County within 35 days after each monthly pay estimate is made by the County to the contractor.

The Utility and the City shall be responsible for the cost and performance of its own Consultant Engineer or Staff for construction engineering. Construction Engineering shall include construction staking, observation and testing.

ARTICLE V
OWNERSHIP OF IMPROVEMENTS

Section 5.01 Ownership of Improvements.

Upon completion of the various Improvements, said Improvements shall be owned, maintained and under the jurisdiction of the following Parties:

1. CSAH 30 – the County
2. Storm Sewer – the County & City
3. Bike Trail & Sidewalk – the City
4. Sanitary Sewer – the City
5. Water Main – Water & Light

The Party assuming and having jurisdiction over any Improvements and Utility Improvements shall have the responsibility for maintaining it.

ARTICLE VI

CLAIMS AND INDEMNITIES

Section 6.01. Contract Administration and Disputes.

The County shall have the sole responsibility and authority for administering all contracts relating to the location and construction of the CSAH 30, and to negotiate, settle and litigate all claims made in connection therewith.

Section 6.02. Indemnification.

- (a) The County shall defend, indemnify and hold harmless the Utility and the City and their officers and employees from all claims made by contractors with respect to the Improvements, and from all claims made for the damage or destruction of property, and for injury to or death of any person, arising out of the Work to be undertaken by the County pursuant to this Agreement. The County's indemnification with respect to the Improvements shall extend to and cover only claims filed within one hundred eighty (180) days after the date on which the project with respect to which it is made available for use by the public.
- (b) The Utility shall defend, indemnify and hold harmless the County and their officers and employees from all claims related to the design and plans related to the Utility Work and for any errors or omissions of the Consultant Engineer or staff performing the construction engineering of the Utility Work. The Utility's obligation to defend, indemnify and hold harmless shall include all claims made as a result of or related to damage or destruction of property, injury or death of any person as a result of the design of the Utility Work.

ARTICLE VII

ADMINISTRATIVE PROVISIONS

Section 7.01. Nondiscrimination.

In carrying out the Work required by this Agreement the County shall comply with the provisions of Minnesota Statutes, Section 181.59, which shall be deemed to be part of this Agreement with the same force and effect as though full set forth herein.

Section 7.02. Books and Records.

The County shall keep full, accurate and complete set of books and records relating to the design and construction of the Improvements, and the receipt, investment and expenditure of all County moneys with respect to the Improvements, in accordance with generally accepted accounting principles. Such books and records and all related documents and accounting procedures are subject to review and examination by the Legislative Auditor or the State Auditor, as appropriate.

Section 7.03. Conflicts of Interest.

No member of the governing body or other official of any Party shall have any financial interest, direct or indirect, in this Agreement or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. Unless said member discloses his or her interest and abstains from voting or deliberating on any portion of the contract in which he or she may have had an interest. The remaining members must vote to approve the exception abstention unanimously.

Section 7.04. Titles of Articles and Sections.

Any titles of the several articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.05. Notices and Demands.

Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if and when it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the County, is addressed to or delivered personally to the County at:

Chase Burnham
Chisago County Administrator
313 North Main Street
Center City, MN 55012

with a copy to:

Janet Reiter
Chisago County Attorney
313 North Main Street
Center City, MN 55012

and

Joe Triplett, P.E.
Director, County Engineer
Chisago County Public Works
313 North Main Street - Room 400
Center City, MN 55012

- (b) in the case of the Utility, is addressed to or delivered personally to the Utility at:

Scott Hautala
North Branch Water & Light
6388 Maple Street
North Branch, MN 55056

- (c) in the case of the City, is addressed to or delivered personally to the City at:

Renee Fry
City of North Branch Administrator
PO Box 910
North Branch, MN 55056

Section 7.06. Counterparts.

This Agreement shall be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.07. Law Governing.

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

Section 7.08. Benefit of this Agreement.

This Agreement and the provisions hereof shall inure to the benefit only of the City, and the County, and shall not be construed to confer any rights or benefits upon any other persons as third party beneficiaries or otherwise.

Section 7.09. Severability, Interpretation.

- (a) Any provision of this Agreement which shall be held to be unenforceable or contrary to law by any court of competent jurisdiction, or shall be mutually determined to be unenforceable by the Parties upon the advice of their legal counsel, and remaining provisions thereof shall remain in full force and effect.
- (b) This Agreement shall be construed to give the fullest effect to the intentions of the Parties as expressed herein.

Section 7.10. Entire Agreement.

This Agreement supersedes the written memorandum of understanding among the Parties relating to the Improvements.

Section 7.11. Unavoidable Delay.

The date specified in this Agreement for the performance of any action by either Party shall be extended by a period equal to the period of any Unavoidable Delay retaining thereof; provided that an Unavoidable Delay with respect to one performance by a subsequent date of any other action required of either Party.

Section 7.12. Approvals.

Approvals of the City required by this Agreement shall be given and may be relied upon by the County if given in writing by the City Engineer.

Section 7.13. General Limitation on Obligations.

No party shall have the obligation to perform, or liability for failing to perform, any action required of it under this Agreement which is determined unlawful, or which is by this Agreement made subject to any condition precedent which has not occurred.

Section 7.14. Effective Date

This Agreement shall become effective upon execution and delivery by all of the Parties.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, the County has caused this Agreement to be duly executed in its name and on its behalf.

CITY OF NORTH BRANCH, MINNESOTA

By _____
Mayor
Date: _____

By _____
City Administrator
Date: _____

NORTH BRANCH WATER & LIGHT

By _____
Chair
Date: _____

By _____
General Manager
Date: _____

CHISAGO COUNTY, MINNESOTA

By _____
Chair, Board of Commissioners
Date: _____

And _____
Clerk of the Board
Date: _____

Approved as to form and execution:

JANET REITER, CHISAGO COUNTY
ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge, Assistant County Attorney
Date: March 9, 2021

EXHIBIT A

Project Cost Estimate

See Attached

EXHIBIT B

Description of Improvements

Chisago County, in cooperation with the City of North Branch and North Branch Water & Light, has completed plans for reconstruction and safety improvements of CSAH 30 (Forest Blvd) from TH 95 to CSAH 10. These improvements will include the reconstruction of the roadway and improvements to water main system.

EXHIBIT C

Estimated Project Schedule

Project Advertisement.....	January, 2021
Open Bids.....	February 2, 2021
Award Project	March, 2021
Begin Construction	April, 2021
Construction Complete	August, 2021

Final Estimate - Low Bid Summary

[illegible]

Chisago County Request For Board Action

Meeting Date: March 17, 2021	Item Number: 5
Title of Item for Consideration: Professional Services Contract for Right of Way Acquisition Services for CSAH 26 Reconstruction Project	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter:	
Background: Public Works requires assistance from WSB & Associates for right of way acquisition services for the proposed reconstruction project on CSAH 26 between CSAH 37 and TH 8. It is requested that the Board approve the professional services contract with WSB and Associates. Attachment(s): Contract	
Action Requested/Recommended: The County Board is respectfully requested to approve the professional services contract with WSB and Associates for right of way acquisition services for the proposed reconstruction project on CSAH 26 between CSAH 37 and TH 8. The following motion is suggested: <i>“Move to approve the professional services contract with WSB and Associates for right of way acquisition services for the proposed reconstruction project on CSAH 26 between CSAH 37 and TH 8.”</i>	
Implications of Action: Will allow Public Works to acquire the right of way for 2022 delivery Budget/Financial Implications: Contract services will be paid from 03-320-6273 Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and WSB, 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time to time certain professional/technical services; and,

WHEREAS, County is in need of professional Right of Way acquisition services required for the development and improvement of CSAH 26 – the CSAH 26 Project; and

WHEREAS, the CONTRACTOR has submitted a proposal for such services, and therein represents that it is qualified, duly licensed and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on March 18, 2021, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until April 1, 2022, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. DUTIES AND RESPONSIBILITIES OF COUNTY AND CONTRACTOR.

A. The County shall perform those duties and responsibilities required of the COUNTY as set forth in the WSB proposal letter dated February 8, 2021, which is attached hereto and incorporated herein as **Attachment A**.

B. CONTRACTOR shall perform those duties and responsibilities required of the CONTRACTOR as set forth and described in **Attachment A**.

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Forty-Five Thousand One Hundred Thirteen and No/100 Dollars (\$45,113.00) pursuant to Attachment A.

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and

in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work.

IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Road, Room 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: Joe.Triplett@chisago-county.us
Fax: (651) 213-8772

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Penny Rolf, Director
Company: WSB
Address: 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55146
Telephone: (763) 541-4800
E-Mail:
Fax:

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

VII. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

VIII. **INSURANCE.**

A. *Workers' Compensation.* Contractor certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.

B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$500,000 per claim; \$1,500,000 per occurrence; \$3,000,000 annual aggregate

C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this Contract. Said policies covering the errors and omissions of the professionals working under this Contract shall remain in effect for six (6) year following the completion of the work.

IX. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

X. **MINNESOTA STATUTE §181.59.**

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

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

- XI. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XII. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

- A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S

obligations under this contract without the prior written consent of County's authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIII. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XIV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.
- XVIII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR - WSB

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title:
Date:

2. COUNTY OF CHISAGO

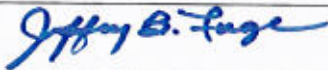
APPROVED:

By:
Title: Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: 03/09/2021



February 9, 2021
Revised

Mr. Joe Triplett, County Engineer
Chisago County
313 N. Main Street
Room 400
Center City, MN 55012

Re: Estimate to Provided Right of Way Services – CSAH 26 Project

Dear Mr. Triplett:

WSB is pleased to submit this proposal for the acquisition services required for the CSAH 26 project. These services will be provided in accordance with the MnDOT Right of Way Manual, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and other applicable state and federal laws and rules.

We are able to provide the following scope of services for the project referenced above:

1. Project Management:

- WSB will provide management of WSB staff and sub-consultants to provide the services detailed below. We would recommend that a kick-off meeting be conducted between County and WSB staff to review the project and discuss the right of way acquisition process. Weekly parcel status reports will be provided and a detailed contact log for the impacted parcels will be provided upon acquisition completion. Communication will be maintained with the County throughout the process to quickly and efficiently resolve any issues or concerns that arise keeping the project on schedule.

2. Pre-Acquisition Services:

- Upon receipt of draft parcel sketches, WSB will prepare the required Early Notification Letter. The letter and any enclosures will then be mailed to the property owners by Certified Mail. This letter explains the project, right of way acquisition process, and list key staff contacts.
- WSB will work with Sunrise Title Services to obtain title reports, our right of way staff will begin field title interviews after receipt and review. This on-site meeting is a key component of a successful acquisition. It is our first contact with the owners and an opportunity for the right of way agent to establish a relationship and start a positive, informative dialogue with the owner.

The property will be viewed with the property owner to identify and discuss any landowners' questions, thoughts and concerns. We will discuss any owner concerns or design issues with the County. Many times, minor changes to the design can be made to alleviate those issues and concerns. This shows that the County is willing to work with the owners creating a positive working relationship for future negotiations.

3. Minimum Damage Valuation Reports (MDV's):

- Minimum Damage Valuation reports will be prepared by Johanneck Appraisal, LLC for individual parcels having impacts of less than \$25,000.00. For complex acquisitions or any parcels that have impacts over \$25,000.00, Johanneck will prepare either an Uncomplicated or Before & After report. The reports will be reviewed by independent licensed appraiser to be determined. Fees for those additional services are detailed in the cost estimate attached. We are assuming 11 parcels, 10-MDV and 1-Uncomplicated report. Just Compensation will be presented to the County for their review and approval.

4. Acquisition Services:

- Offer letters will be prepared and presented to the owners in person, if possible, or by Certified Mail if we are unable to meet in person. Offer packets will include an offer letter, summary statement, landowner rights brochure and the conveyance documents. We have assumed, mortgage consents will not be obtained on properties with fee acquisitions under \$10,000; therefore, we have assumed two consents will be required. Good faith negotiations will be conducted between the landowner(s) and the County to reach settlements that are fair to all parties. If a settlement is reached that is higher than the offer, administrative settlements will be submitted to the County for approval prior to obtaining executed documents.

Sub-Consultant Services:

- Owners & Encumbrance reports will be provided by Sunrise Title Services.
- Valuation report will be provided by Johanneck Appraisal, LLC
- Valuation review report will be provided by a licensed appraiser to be determined.

Estimated Fee:

Our total fee for these services is: **\$45,113.00** (per estimate attached)

Thank you for the opportunity to be of service to you. If you are in agreement with the terms of this proposal, please sign below on the space provided and return one copy to us for our records. If you prefer to provide a letter of engagement, that is also acceptable.

If you would like to further discuss any aspect of our proposal, please do not hesitate to contact me at 612-247-5618 with any questions or comments.

Sincerely,
WSB



Penny Rolf
Director, Right of Way

ACCEPTED BY:
Chisago County



Joe Triplett
County Engineer/Director

Dated: 2/9/21

Chisago County CSAH 26 Reconstruction Right of Way Services					
2/9/2021 REVISED					
Task Description		Project Manager and R/W Agent	R/W Agent	TOTAL HOURS	Costs
		Lisa Beckman	Don Tollefson		
1	Project Management	40	4	44	\$7,820
1.1	General Project Management, Status Update Reports				
1.2	Coordinate delivery of title work, appraisals and reviews				
2	Pre-Acquisition Services	4	40	44	\$6,128
2.1	Early Notification Letters				
2.2	Field Title Reports				
3	Valuation Services	8	40	48	\$6,856
3.1	Market Research				
3.2	Prepare Minimum Damage Acquisition reports on 8 parcels				
3	Acquisition Services	12	90	102	\$14,334
3.1	Offer Letters				
3.2	Negotiations, Administrative Settlements, Obtain Easements, Mortgage Consents (Permanent Easement Only)				
Total Hours - WSB Staff		64	174	238	
Average Hourly Fees (includes overhead and profit)		\$182	\$135		
Sub-Total: WSB Right of Way Labor					\$35,138
Expenses:					
Mileage					\$225
Sub-Consultant:					
11 Owner's & Encumbrance Reports (Sunrise Title Services) \$300/report					\$3,300
3 Minimum Damage Valuation (Johanneck Appraisal, LLC) \$1,650/report					\$4,950
3 Review Appraisals (Ruhland Appraisal) \$500/review					\$1,500
Sub-Total: Sub-Consultant Services					\$9,750
Total Right of Way Services					\$45,113
ASSUMPTIONS:					
1. There are 11 parcels on this project with fee, permanent and/or temporary easement acquisitions.					
2. Our estimate assumes 8 - MDA and 3 MDV valuation reports					
3. Estimate includes four trips to the project – one to conduct field title meetings and the remainder to present the offers and negotiate. The balance of the work will be conducted by mail, phone or e-mail.					
4. Right of Way negotiations will continue until the title and possession date. Any services requested beyond that date would be billed at our standard hourly rates shown above.					
5. Eminent Domain services include providing documentation to the County. If additional services are needed, the contract would be amended to include those services.					

Chisago County Request For Board Action

Meeting Date: March 17, 2021	Item Number: 6
Title of Item for Consideration: Professional Services Contract for FWD Spring Load Restriction Highway Testing	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance from Braun Intertec to test our paved highway system. Each year, the spring thaw brings road restrictions to the County highways. It is incumbent on the Public Works Department to post each highway as accurately as possible to not only protect the highway from damage due to heavy vehicle traffic, but also to be able to give users the best information so they can plan and use the County system as efficiently as possible. This testing is conducted about every 10 years. Attachment(s): Contract	
Action Requested/Recommended: The County Board is respectfully requested to approve a professional services contract with Braun Intertec to test paved highway system. The following motion is suggested: <i>“Move to approve a professional services contract with Braun Intertec to test paved highway system.”</i>	
Implications of Action: Will allow Public Works to test and load rate the paved highway system Budget/Financial Implications: Contract services will be paid from 03-320-6273 Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Braun Intertec Corporation, 1826 Buurkle Road, St. Paul, MN 55110, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time to time certain professional/technical services; and,

WHEREAS, County is in need of professional/technical services to perform Falling Weight Deflectometer (FWD) Testing on the County's bituminous pavement network; and,

WHEREAS, the CONTRACTOR has submitted a proposal for such testing services and therein represents that it is qualified, duly licensed and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on March 19, 2021, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until October 1, 2021, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT DOCUMENTS AND MERGER.** This professional services contract consists of this Professional and Technical Services Contract and the Braun Intertec Proposal QTB1134757, attached hereto and incorporated herein as Attachment A. Together the contract constitutes the agreement of the parties. To the extent that terms of the Professional and Technical Services Agreement conflict with the terms contained in Attachment A, the terms of the Professional and Technical Services Contract shall prevail.
- III. **DUTIES and RESPONSIBILITIES OF COUNTY AND CONTRACTOR.**
 - A. The COUNTY shall perform those duties and responsibilities required of the COUNTY as set forth in the Braun Intertec Proposal QTB1134757, which is attached hereto and incorporated herein as **Attachment A**.
 - B. CONTRACTOR shall perform those duties and responsibilities required of the CONTRACTOR as set forth and described in **Attachment A**.
- IV. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Ninety-Four Thousand One Hundred Eighty-Six and No/100 Dollars (\$94,186.00), pursuant to **Attachment A**.

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work.

V. AUTHORIZED REPRESENTATIVES. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Road, Room 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: Joe.Triplett@chisagocounty.us
Fax: (651) 213-8772

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Amy J. Grothaus, PE, Account Manager, Senior Engineer
Company: Braun Intertec Corporation
Address: 1826 Buerkle Road, St. Paul, MN 55110
Telephone: (651) 261-7122
E-Mail:
Fax: (651) 487-1812

VI. CANCELLATION AND TERMINATION.

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to

pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VII. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

VIII. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

IX. **INSURANCE.**

A. *Workers' Compensation.* Contractor certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.

B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$500,000 per claim; \$1,500,000 per occurrence; \$3,000,000 annual aggregate

C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this Contract. Said policies covering the errors and omissions of the professionals working under this Contract shall remain in effect for six (6) year following the completion of the work.

X. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees

individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

XI. MINNESOTA STATUTE §181.59.

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

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

- XII. GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other

acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIV. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVI. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVIII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically

authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

XVIV. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

(Remainder of Page Intentionally Left Blank. Signatures found on Page 7.)

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR – Braun Intertec Corporation

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title:
Date:

2. COUNTY OF CHISAGO

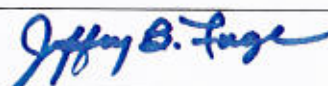
APPROVED:

By:
Title: Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: 03/09/2021



Braun Intertec Corporation
1826 Buerkle Road
Saint Paul, MN 55110

Phone: 651.487.3245
Fax: 651.487.1812
Web: braunintertec.com

March 1, 2021

Proposal QTB134757

Joe Triplett, PE
Chisago County
31325 Oasis Rd
Center City, MN 55012

Re: Proposal for Pavement Evaluation Services
Falling Weight Deflectometer (FWD) Testing
Chisago County, Minnesota

Dear Mr. Triplett:

Braun Intertec Corporation respectfully submits this proposal to complete pavement evaluation services for Chisago County.

Our Understanding of Project

Per your email, we understand it is being requested that we perform Falling Weight Deflectometer (FWD) testing on the County's bituminous pavement network. We understand network-wide testing was completed about 10 years ago and that the County would like to update this information.

Based on the information provided, we understand the bituminous roadways total about 293 centerline miles.

Purpose

The purpose of the FWD testing is to determine load capacity, effective R-value, effective GE and 10-ton overlay requirements for the bituminous roadways.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Falling Weight Deflectometer (FWD) Testing and Analysis

We will perform non-destructive Falling Weight Deflectometer (FWD) testing with a Dynatest 8002E model FWD. The FWD is a non-destructive testing device specifically designed for evaluating pavements and operates by measuring pavement surface deflections from an applied wheel-simulating impulse load. Four impulse loads (two at 6,000 lbs. and two at 9,000 lbs.) will be applied at each test point using a testing rate of approximately ten tests per mile. Testing will be performed in a single direction of travel.

For analysis of the FWD data, bituminous and aggregate base layer thicknesses are required. We understand Chisago County will provide that information. Also required are Annual Average Daily Traffic (AADT) counts and 20-year Bituminous Equivalent Single Axle Load (BESAL) projections. We will obtain traffic information from the MnDOT traffic mapping application.

Deflection data will be utilized to estimate load capacity, effective R-value, effective GE and 10-ton overlay requirements.

Traffic Control

FWD testing requires our crew to perform work within the roadway. To protect our field crew and alert motorists of our work, traffic control will be required. We assume the County will assist with providing necessary traffic control as per MnDOT traffic control standards. If the County cannot perform traffic control for us, we will contract that work with Safety Signs, Inc. The fees associated with traffic control have been estimated and are provided as an optional cost. Depending on the AADTs and roadway alignments, we assume traffic control will consist of use of a shadow vehicle, flaggers and/or signage and will vary by roadway.

Reporting

Data obtained from our work will be used to prepare a report, including:

- A CAD sketch showing the tested segments
- GIS map indicating spring load capacity for each tested roadway
- Tabular results of projected BESALs, pavement layer thicknesses and FWD results, including spring load capacity, effective R-value, effective GE and 10-ton overlay requirements, will be provided. Results will be tied to the County's GIS information so that color-coded maps of the data can be created.

Only an electronic copy of our report will be submitted to you unless you request otherwise.

Cost

We will furnish the services described in this proposal for an estimated fee of **\$59,186**. If the County cannot provide traffic control, additional fees will apply. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We plan to begin the FWD testing in May or June and assume testing will take three to four weeks to complete. We will provide our final report within three weeks of completing the field work.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy to us in its entirety.***

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Amy Grothaus at 651.261.7122 or agrothaus@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Amy J. Grothaus, PE
Account Manager, Senior Engineer



Charles M. Cadenhead, PE
Vice President, Principal Engineer

Attachments:

Tabular Cost Estimate
General Conditions

The proposal is accepted, and you are authorized to proceed.

CHISAGO COUNTY PUBLIC WORKS

Authorizer's Firm



Authorizer's Signature

JOE TRIPLETT

Authorizer's Name (please print or type)

DIRECTOR OF Public Works

Authorizer's Title

3/1/21

Date

Project Proposal

QTB134757

Chisago County FWD Network Testing

Client:

Chisago County
 Joe Triplett
 313 N Main St Rm 400
 Center City, MN 55012
 (651) 213-0451

Work Site Address:

Chisago County Pavement Network
 Center City, MN

Service Description:

Pavement Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Falling Weight Deflectometer Testing				
Activity 1.1	FWD Testing				\$59,186.00
8620	FWD Testing, per mile	293.00	Each	98.00	\$28,714.00
8560	FWD Analysis, per mile (Level 2)	293.00	Each	104.00	\$30,472.00
Activity 1.2	Traffic Control (Optional)				\$35,000.00
SUB	Traffic Control (Safety Signs, Inc.)	1.00	Each	35,000.00	\$35,000.00
Phase 1 Total:					\$94,186.00

Proposal Total:	\$94,186.00
------------------------	--------------------

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainer will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.*

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

Chisago County Request For Board Action

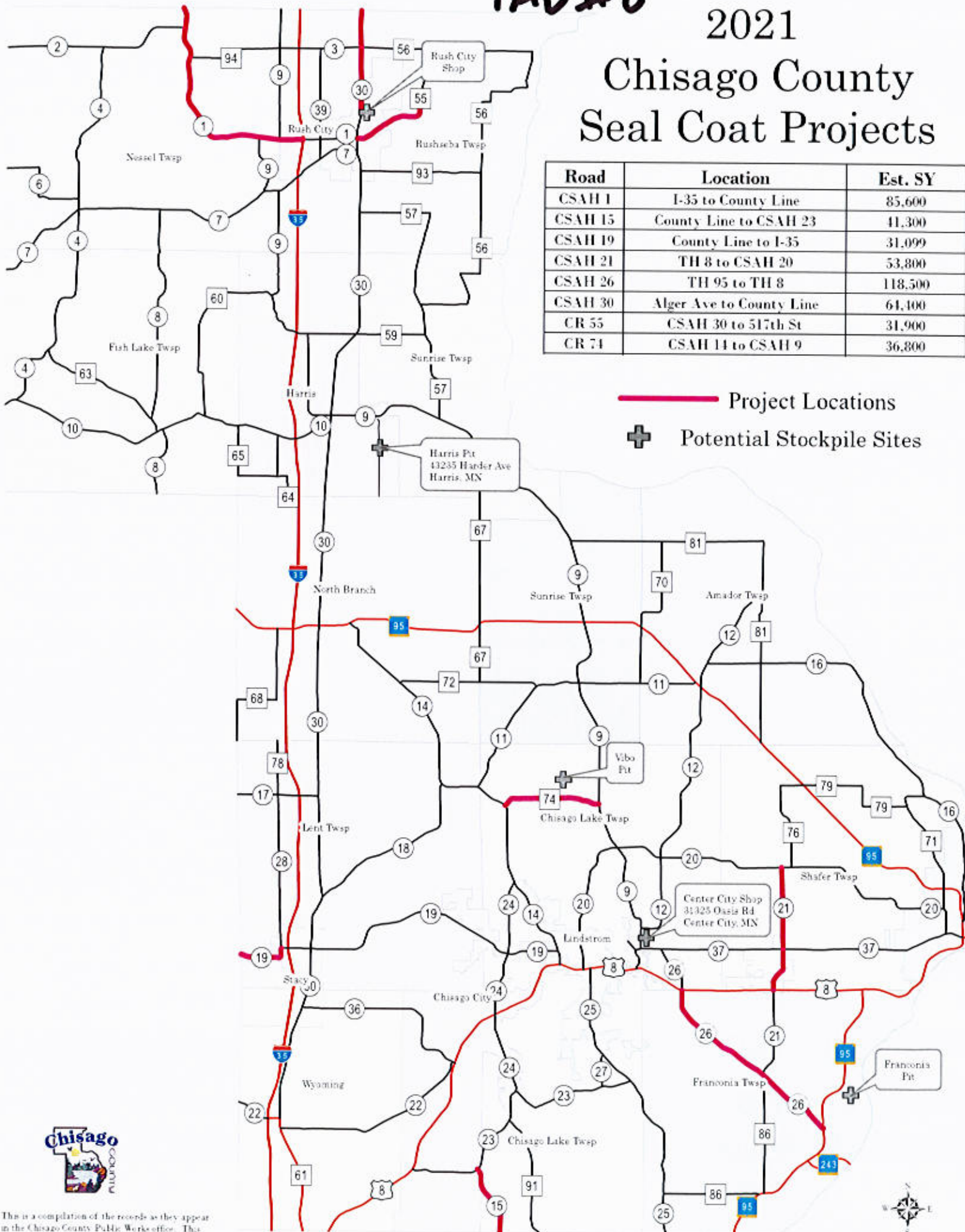
Meeting Date: March 17, 2021	Item Number: 7
Title of Item for Consideration: Right-of-Way Plat for CSAH 26	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: Chisago County Surveyor Paul Gibson requests authorization to prepare the plat Right-of-Way plat for CSAH 26 re-alignment between State Highway No. 8 and CSAH No. 37.	
Action Requested/Recommended: The County Board is respectfully requested to approve a Right-of-Way plat for CSAH 26 re-alignment between State Highway No. 8 and CSAH No. 37. The following motion is suggested: <i>“Move to approve the Right-of-Way plat for CSAH 26 re-alignment between State Highway No. 8 and CSAH No. 37.”</i>	
Implications of Action:	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve 	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

2021

Chisago County Seal Coat Projects

Road	Location	Est. SY
CSAH 1	I-35 to County Line	85,600
CSAH 15	County Line to CSAH 23	41,300
CSAH 19	County Line to I-35	31,099
CSAH 21	TH 8 to CSAH 20	53,800
CSAH 26	TH 95 to TH 8	118,500
CSAH 30	Alger Ave to County Line	64,400
CR 55	CSAH 30 to 517th St	31,900
CR 74	CSAH 14 to CSAH 9	36,800

— Project Locations
 + Potential Stockpile Sites



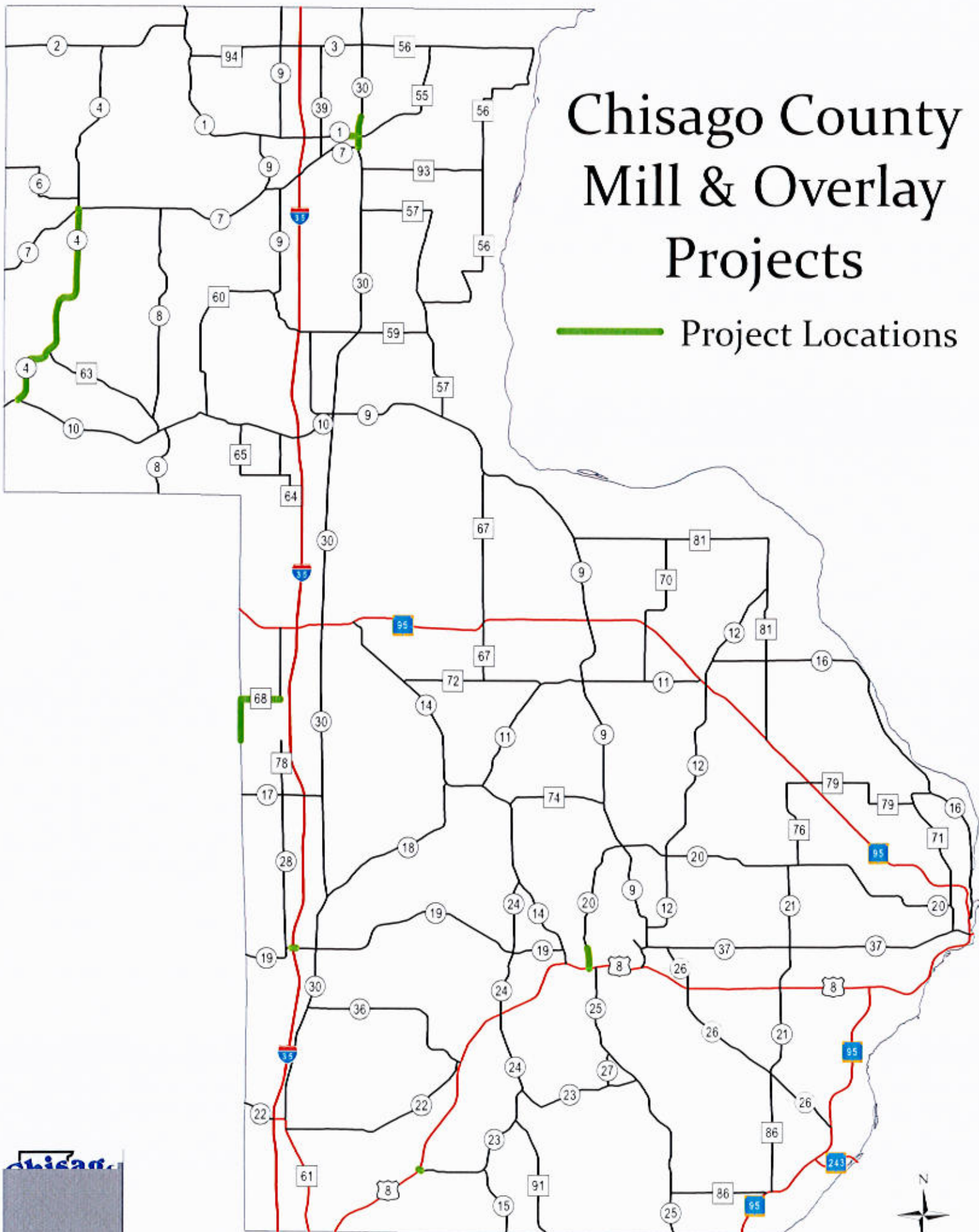
This is a compilation of the records as they appear in the Chisago County Public Works office. This map is for reference purposes only.



Created: February 25, 2021

Chisago County Mill & Overlay Projects

 Project Locations



Chisago County Request For Board Action

Meeting Date: March 17, 2021	Item Number: 9
Title of Item for Consideration: 2022 – 2026 Transportation Improvement Plan	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: The Board approves and updates the TIP plan yearly and plans for 5-years of projects because it allows the County to plan, design and construct the planned projects.	
Background: Public Works has been working on the annual update to the 5-Year TIP. The Transportation Improvement Plan is the County's main planning tool for design and construction of the County transportation system.	
Attachment(s): - Feb. 24 memo to Board 2022 – 2026 T.I.P. and map	
Action Requested/Recommended: The County Board is respectfully requested to approve the 2022 – 2026 Transportation Improvement Plan. The following motion is suggested: <i>“Move to approve the 2022 – 2026 Transportation Improvement Plan.”</i>	
Implications of Action: Approval of the T.I.P. will allow the Department to move forward with planning, design and construction.	
Budget/Financial Implications: Projects will be funded from local, state and federal sources	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



CHISAGO COUNTY
DEPARTMENT OF PUBLIC WORKS

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Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara J. Shimon
Finance and Office Manager

PUBLIC WORKS MEMORANDUM

TO: Board of Commissioners

FROM: Joe Triplett, P.E. 

DATE: February 24th, 2021

RE: Draft Transportation Improvement Plan for 2022 - 2026

Included with this memo is the DRAFT 2022 – 2026 Transportation Improvement Plan (TIP).

Please take some time to review. Feel free to reach out to me with any questions or comments by phone, email or stop on by.

This TIP does not assume much in the way of a funding increase. State Aid funding is held fairly level just as has the local levy dollar amount. Historically, we have used about \$2M in local levy dollars toward our program. I am estimating \$3M in Local Option Sales Tax (LOST) revenues for this TIP. That puts our “local” contribution at roughly \$5M. State Aid (gas tax) revenues for construction are estimated at \$4.2M annually.

Federal funding is not an every year occurrence and I try to keep that on a bigger reconstruction type project as the project development costs associated with delivering a federal project can be steep.

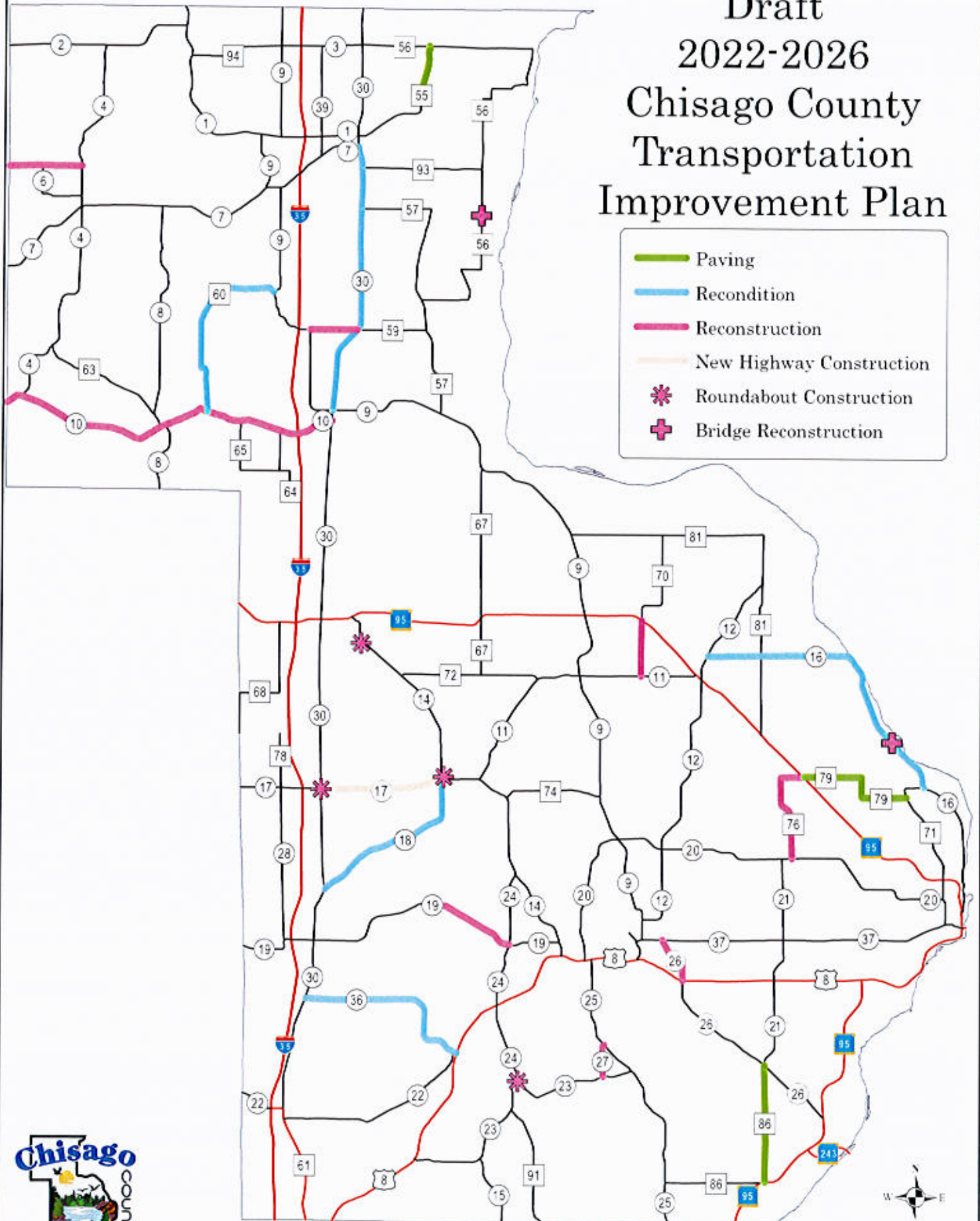
Our annual maintenance pavement preservation projects (i.e. mill & overlays) are not included in the TIP, as these projects tend to vary from year to year, like the associated funding.

This is our local TIP and does not reflect funding for projects such as TH 8 or the Stacy interchange.

I would like to have a discussion on where we think our local transportation funding is heading. We continue to fall behind each and every year. While the revenues from the LOST seem to creep up, our local levy commitment to our roads and highways does not. For reference, I have also included the unmet construction needs memo from about this time last year.

Draft 2022-2026 Chisago County Transportation Improvement Plan

- Paving
- Recondition
- Reconstruction
- New Highway Construction
- Roundabout Construction
- Bridge Reconstruction



Proposed 2022 - 2026 TIP

	Highway No.	Termini	Length (mi)	Project	Estimated Cost & Funding Source				Total
					Federal	State	State Aid	Local (Levy & Sales Tax)	
2022	23/24	Roundabout	0.5	Reconstruction	\$1,500,000		\$1,000,000		\$2,500,000
	26	CSAH 37 to TH 8	1.2	Reconstruction			\$1,600,000		\$1,600,000
	86	TH 95 to CSAH 26	3	Paving				\$1,500,000	\$1,500,000
	19	1000 feet east of Ivywood to Lofton	1.8	Reconstruction			\$1,600,000		\$1,600,000
	56	Bridge		Bridge Replacement		\$200,000		\$250,000	\$450,000
	79	TH 95 to CR 71	3.6	Paving				\$1,200,000	\$1,200,000
	55	CR 56 to 517th St	1.3	Paving				\$400,000	\$400,000
	60	CSAH 10 to CSAH 9	4.6	Reclaim & Pave				\$1,800,000	\$1,800,000
									\$0
			16	TOTAL	\$1,500,000	\$200,000	\$4,200,000	\$5,150,000	\$11,050,000
				PERCENTAGE OF TOTAL	14%	2%	38%	47%	
					Estimated Cost & Funding Source				Total
					Federal	State	State Aid	Local (Levy & Sales Tax)	
2023	59	CSAH 9 to CSAH 30	1.2	Reconstruction				\$1,400,000	\$1,400,000
	76	CSAH 20 to TH 95	2.1	Reconstruction			\$3,300,000		\$3,300,000
	70	CSAH 11 to TH 95	1.4	Reconstruction				\$1,750,000	\$1,750,000
	6	Isanti County Line to CSAH 4	1.9	Reconstruction				\$1,750,000	\$1,750,000
									\$0
			6.6	TOTAL	\$0	\$0	\$3,300,000	\$4,900,000	\$8,200,000
				PERCENTAGE OF TOTAL	0%	0%	40%	60%	

Proposed 2022 - 2026 TIP

		Estimated Cost & Funding Source						
Highway No.	Termini	Length (mi)	Project	Federal	State	State Aid	Local (Levy & Sales Tax)	Total
2024	10	4.2	Reconstruction	\$2,000,000		\$3,500,000		\$5,500,000
	16	7.4	Reconditioning & Bridge				\$3,800,000	\$3,800,000
	14		Roundabout			\$2,500,000		\$2,500,000
	30	6.8	H.I.R.				\$1,200,000	\$1,200,000
								\$0
		18.4	TOTAL	\$2,000,000	\$0	\$6,000,000	\$5,000,000	\$13,000,000
			PERCENTAGE OF TOTAL	24%	0%	73%	61%	
Estimated Cost & Funding Source								
2025	18	4.6	M/Q				\$1,000,000	\$1,000,000
	17	3.2	Reconstruction			\$4,500,000		\$8,500,000
								\$0
		7.8	TOTAL	\$0	\$0	\$4,500,000	\$5,000,000	\$9,500,000
			PERCENTAGE OF TOTAL	0%	0%	55%	61%	
Estimated Cost & Funding Source								
2026	10	3.7	Reconstruction			\$4,200,000	\$500,000	\$4,700,000
	27	0.85	Reconstruction				\$1,400,000	\$1,400,000
	36	4.5	Reconditioning				\$2,300,000	\$2,300,000
								\$0
		9.05	TOTAL	\$0	\$0	\$4,200,000	\$4,200,000	\$8,400,000
			PERCENTAGE OF TOTAL	0%	0%	51%	51%	
2022 - 2026 Program Totals								
				Federal	State	State Aid	Local (Levy & Sales Tax)	Total
	TOTAL MILEAGE	57.85	TOTAL	\$ 3,500,000	\$ 200,000	\$ 22,200,000	\$ 24,250,000	\$ 50,150,000
			PERCENTAGE OF TOTAL	7.0%	0.4%	44.3%	48.4%	100%



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Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Cindy V. Johnson
Accountant | Office Manager

PUBLIC WORKS MEMORANDUM

TO: Chisago County Board
FROM: Joe Triplett, P.E.
DATE: February 10, 2020
RE: Unmet Highway Construction Needs Over the Next 10 Years

As we consider, review and approve our construction program for 2020 and the next 5 year Transportation Improvement Plan (TIP), I have gone through the exercise of reviewing our system needs over the next 10 years. I have included a breakdown of those highway projects with this memo. While it is intended to be as comprehensive as possible, I realize there may be some projects that were perhaps missed or that could certainly work their way on to a 10 year list like this.

The projects were broken out into 4 basic types: M/O (Mill & Overlay), HIR (Hot In-Place Recycling), Reconditioning and Reconstruction. The projects and costs are broken down below:

Project Type	Total Mileage	Estimated Cost
Mill & Overlay	67.1	\$ 4,800,000
Hot In-Place Recycling	32.0	\$ 10,065,000
Reconditioning	17.8	\$ 12,425,000
Reconstruction	32.2	\$ 42,625,000
Total =	149.1	\$ 69,915,000

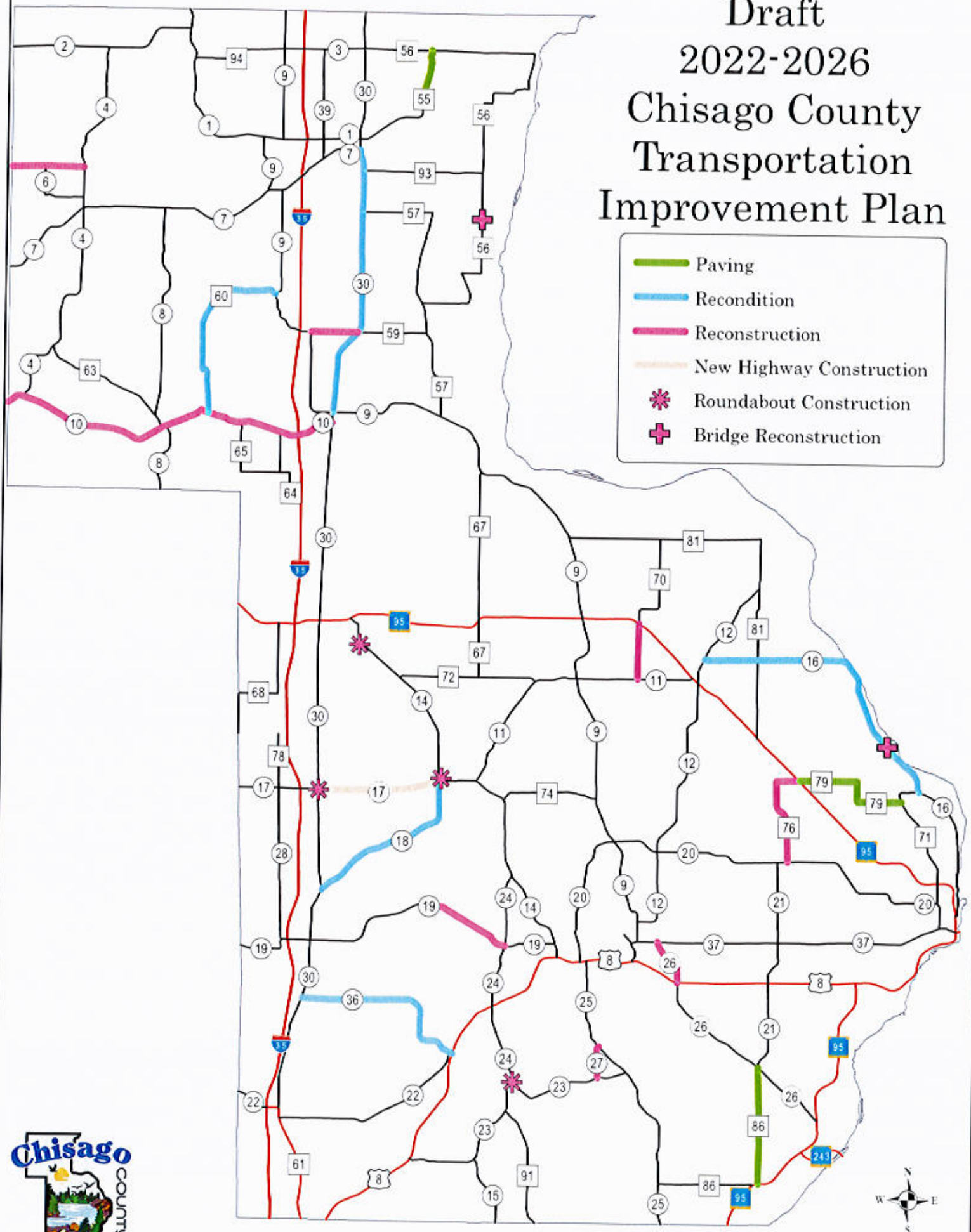
This shows we need to be doing almost \$70M in County highway construction over the next decade. This does not include our annual TIP projects. Of these numbers, 78% (116.9 miles) of the mileage and 39% (\$27.3M) of the construction costs represent pavement preservation type projects (M/O, HIR & Reconditioning). Full reconstruction projects, while representing only 22% (32.2 miles) of the mileage, make up 61% (\$42.6M) of the expenditures. This reflects our Department's efforts to keep our "good roads, good" by keeping pavement maintenance and preservation in the fore front.

Two other areas, however, are not represented in the highway project list. They are intersections and the I-35/CSAH 19 interchange. I have 12 intersections that I would like to evaluate for

improvements, such as roundabouts. There are 7 county-county intersections and 5 county-state intersections. Cost to undertake these projects is estimated at \$35M. It should be noted that other funding sources, both state and federal, would be sought to assist in funding these types of projects. The same would be said of the I-35/CSAH 19 interchange project. Estimated construction cost for this project is \$10M.

One thing that is noticeably absent in our system needs is bridge replacement costs. As proposed in the 2021 – 2025 TIP, by the end of 2024, our bridge replacements will have all been completed. That represents around 15 bridges replaced throughout the county over the last decade. Quite the task, but will be very good to have behind us. Bridge maintenance will continue to be on our radar.

Draft 2022-2026 Chisago County Transportation Improvement Plan



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, March 03, 2021**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, March 03, 2021 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Robinson. County Administrator Chase Burnham and Clerk of the Board Christina Vollrath were present. County Attorney Janet Reiter and Commissioner Montzka participated via video conference call.

The Chair called the meeting to order and led the assembly in the Pledge of Allegiance.

Commissioner Greene offered a motion to approve the amended agenda. Motion seconded by Dunne. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

COVID-19 Update Presented by HHS Director Robert Benson– Chisago County Public Health 6:31 p.m. to 6:36 p.m.

On motion by Greene, seconded by Dunne, the board moved to open the Health and Human Services Committee of the Whole at 6:36 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

Health and Human Services Director Robert Benson provided the 2020 Annual Report for HHS from 6:36 p.m. to 7:18 p.m. *No action was taken.*

On motion by DuBose, seconded by Robinson, the Board moved to add items 1-4 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the board moved to close the HHS Committee Board of the Whole at 7:18 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:18 p.m.

END TIME – 7:18 p.m.

0 letters, 2 emails, # of **SPEAKERS** - 0

On motion by Greene, seconded by Montzka, the Board moved to approve the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – 2020 Annual Report
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
- 3.) HHS Committee Recommendation – Emergency Foster Care Contract - Dehn
- 4.) HHS Committee Recommendation – SHIP Grant Agmt - Wyoming Elementary
- 5.) Payment of County's Warrants and Miscellaneous Bills
- 6.) Minutes from the February 17, 2021 Regular Meeting
- 7.) Application for Exempt Permit – Knights of Columbus Council 15227
- 8.) Authorization to Transfer Funds and Annual Carryover of Dedicated Funds

On motion by Greene, seconded by Robinson, the Board moved to approve the Second Lake Estate Final plat located in Chisago Lake Township, XXXX Morgan Avenue, in Section 33, T. 33, R. 20, (PID #02.00317.01 and 02.00317.02). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

The Board accepted the HRA-EDA's 2021 Strategic Plan by consensus presented by Nancy Hoffman.

On motion by Greene, seconded by Dunne, the Board moved to accept the report regarding the MN COVID Business Relief Grants. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

The Board accepted and acknowledged the most recent Local Option Sales and Wheelage Tax Update by consensus presented by Chase Burnham.

On motion by Greene, seconded by Dunne, the Board moved to approve extending the FFCRA Benefits to June 30, 2021 and to accept and acknowledge the 2021 Chisago County Department Goals and Organizational Charts. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

On motion by Robinson, seconded by Greene, the Board moved to approve the "Option 1" retaining Rinke Noonan for the future Chisago County ditch work. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

On motion by Robinson, seconded by Greene, the Board moved to approve the Commercial Lease agreement with Arrowhead Transit (AEOA) for the Heartland Express North Branch facility (beginning March 1st, 2021, subject to County Attorney approval). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

Chair DuBose gave the gavel to Vice-Chair Greene.

On motion by DuBose, seconded by Robinson, the Board moved to approve the 2021 Aquatic Invasive Species Prevention Aid Program including the specific agreements, personnel actions, and Memorandum of Understanding as presented at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

Chair DuBose received the gavel back from Vice-Chair Greene.

On motion by Dunne, seconded by Greene, the Board moved to approve the resolution authorizing the Chisago Lakes Joint Sewage Treatment Commission to incur debt for the 2021 Corridor Life Station Improvements. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

County Administrator Chase Burnham provided administrator updates and correspondence. *No action was taken.*

Several Commissioners offered reports of their respective committee assignments. *No action was taken.*

On motion by Greene, seconded by Dunne, the Board adjourned the meeting at 8:10 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

Chris DuBose, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
March 17, 2021**

Item # 11

Payment of County's Warrants & Miscellaneous Bills

County Warrants = \$616,483.54

Authorize Payment of County's Warrants for HHS:

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
3/5/2021	\$88,734.84		Commissioner's Warrants
3/5/2021	\$52,874.09	3/17/2021	Auditor's Warrants
3/8/2021	\$1,464.94		Commissioner's Warrants
3/8/2021	\$499.99	3/17/2021	Auditor's Warrants

Lake Area Bank: Derek Anklan: Sheriff: supplies: \$328.32
Lake Area Bank: Matthew Beckman: Sheriff: training: \$1,309.00
Lake Area Bank: Amy Chavez: Probation: supplies: \$120.00
Lake Area Bank: John Keefe: Assessor: training: \$1,314.95
Lake Area Bank: Jamie Kelley: Wellness: supplies: \$184.53
Lake Area Bank: Bridgitte Konrad: Auditor: supplies: \$594.00
Lake Area Bank: Mary Melby: Wellness: supplies: \$394.15
Lake Area Bank: Kyle Puelston: Sheriff: registration: \$1,020.77
Lake Area Bank: Janet Reiter: Attorney: training: \$500.00
Lake Area Bank: Kurt Schneider: Environmental: registration: \$495.00
Lake Area Bank: Barbara Shimon: Public Works: registration: \$275.00
Lake Area Bank: Joseph Tart: Parks: supplies: \$260.40
Lake Area Bank: Joseph Triplett: Public Works: training: \$45.00
Lake Area Bank: Dennis Wilton: Enterprise: supplies: \$119.95
Lake Area Bank: Polly Zais: Sheriff: supplies: \$445.25
Lake Area Bank: Ami Helmbrecht: HHS: supplies: \$249.99
Lake Area Bank: Tracy Krona: HHS: supplies: \$708.94

*****All Warrants/Bills Available with the Clerk of the Board*****



**Chisago County Department of
Environmental Services and Zoning**
313 No. Main St. #243
Center City, MN 55012
651-213-8374 ~ kmschne@co.chisago.mn.us

Memo

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: March 10, 2021
Re: **March 17, 2021 Directors Report**

Enclosed within your packets are the following Department of Environmental Services and Zoning presentation/action item(s). Action items are further detailed in their corresponding Request for Board Action (RBA) reports. Please contact the Department if you have any questions or concerns or wish to view detailed Action Item hearing or file documents in advance of your March 17, 2021, Board meeting.

Action Items:

1. Receive Directors Report
2. CLLID Water Quality Monitoring Work Plan
3. CLLID Aquatic Invasive Weed Control Partnership Program
4. Parks Maintenance Technician Requisition

Informational Item(s):

Board of Adjustment and Appeals:

The next regularly scheduled Board of Adjustment meeting is scheduled for March 25, 2021 at 7:00 pm. via remote attendance. Individuals wishing to observe the meeting or provide public hearing comment during the meeting may do so by telephone or electronic means. The Board will also meet on March 24, 2021, at 8:00 A.M. and depart separately from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tours of the agenda item properties. Item(s) for consideration include:

1. Bradley Nelson - Property at 13380 322nd Street, Chisago Lake Township; Sec.22, T.34, R.20, (PID #02.01316.26). Bradley Nelson, Property Owner, is requesting a variance to build an addition on the rear of the house closer to OHW than the required setback.

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, April 1, 2021, at 7:00 p.m. via remote attendance. Individuals wishing to observe the meeting or provide public hearing comment during the meeting may do so by telephone or electronic means. The Commission will also meet on

March 30, 2021, at 8:00 A.M. and depart separately from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tours of the agenda item properties. Items for consideration include:

1. Innovative Power Systems (IPS Solar) –Evan Carlson of IPS Solar, is seeking a text amendment to the Zoning Ordinance Section 8-04-1.G – Reapplication/Lapse of Interim Use Permit to add ordinance language that would broaden what type of activity is deemed utilization of an Interim use Permit.
2. Lyn Regenauer - Property at 14545 310th Street, Chisago Lake Township: Sec.35, T.34, R.20, (PID #02.00941.00). Lyn Regenauer, Property Owner, is requesting a Conditional Use Permit to operate a Residential Kennel for the keeping of up to ten dogs.
3. Michele Holmberg - Property at 15565 Pleasant Valley Road, Franconia Township: Sec.1, T.33, R.20, (PID #04.00314.15). Michele Holmberg, Property Owner, is requesting a Conditional Use Permit for a Minor Home Occupation to operate a beauty salon.
4. Gerald and Lynn Rhoads – Property at 34133 Oasis Road, Chisago Lake Township: Sec.10, T.34, R.20, (PID #02.00503.20). Brooke Spindler and Tim Lum, on behalf of Gerald and Deborah Rhoads – Property Owners, are requesting a Conditional Use Permit for Rural Retail Tourism to establish and operate small-scale events and sale of agricultural products.
5. Glenn and Krisa Carlson – Property at xxx Oasis Road, located on the west side of Oasis Road between 355th and 360th Street, Chisago Lake Township: Sec.4, T.34, R.20, (PID #02.00383.00). Farnaste Animal Sanctuary, INC, on behalf of Glenn and Krisa Carlson – Property Owners, is requesting a Conditional Use Permit to operate an animal oriented educational facility and offer rural tourism activities including a gathering venue.
6. Wild Mountain Properties, LLC - Property at 16906 Wild Mountain Road, Amador Township: Sec.19, T.35, R.19, (PID #01.00096.00). Andrew Olson and Mark Olson, of Wild Mountain Properties, LLC, are requesting an amendment to an existing Conditional Use Permit to add Recreational Camping to operate a seasonal campground.
7. Tony Zerwas - Property at 41275 Peterson Ave, Amador Township: Sec.1, T.35, R.20 (PID #01.00212.00). Bob Boyce, on behalf of Tony Zerwas - Property Owner, is seeking approval of a preliminary plat of four – five acre lots out of a 20 acre tract. **Previously tabled and 60 Day agency action deadline extended; Applicant now Extended to April and or May. Staff is informed the applicant is in contact with the Road Authority (Twp.) on road agreement.*

General Department Informational Item(s):

February construction & permit activity including Year-To-Date (YTD) information is provided as attached. General construction and land use permit revenues as of March 5th are \$70.316 or 8.6% of projected for the year.

The recent Planning Commission public hearing to receive input on proposed ordinance amendments related to one acre buildable requirements, mottled soils, changes to septic system criteria resulted in the Commission establishment of a 3 member workgroup tasked with developing a new buildable area definition. Draft minutes of the Commission meeting/hearing are attached if further background is desired at this time.

The County Attorney's office is graciously assisting the Dept. by preparing and conducting a Planning Commission/Land Use roles and procedural training session presentation at the upcoming March 18 Commission work session. The last such training occurred in 2013. Staff understands topics thus far include commission and staff roles, open meeting law, distribution of materials and public record management and general procedural guidance.

LOCATION	1. New Houses		2. Additions / Alterations Basics: Deck, Wind, Foundations		3. Mechanical gas conv. All temp. needs/plumbing, woodstove, fireplace		4. Accessory / pole bldg, garage, shed, pool, fence, sign		5.6 Commercial New and Additions - alteration - mechanical		7. Multi-family		8. Septic Systems		Septic Certifications	
	Feb	YTD	Feb	YTD	Feb	YTD	Feb	YTD	Feb	YTD	Feb	YTD	Feb	YTD	Feb	YTD
Amador	0	0	0	1	1	2	0	0	0	0	0	0	0	0	1	1
Center City	0	0	0	0	2	2	0	0	1	2	0	0	0	0	0	0
Chicago City	0	4	6	10	8	13	0	0	0	0	0	0	0	0	0	0
Chicago Lake	0	1	6	13	3	4	0	0	0	0	0	0	0	0	0	0
Fish Lake	0	0	0	1	2	2	0	0	0	0	0	0	0	0	1	3
Franconia	0	0	0	0	2	3	0	0	0	0	0	0	0	0	4	8
Harris	0	0	1	2	0	1	0	0	0	1	0	0	0	0	1	2
Lindstrom	0	1	2	8	5	10	0	0	0	0	0	0	0	0	2	2
Nessel	0	0	0	3	1	2	0	0	1	2	0	0	0	0	0	0
Rush City	0	2	4	4	1	2	0	0	0	0	0	0	0	0	0	0
Rushseba	0	0	0	0	0	1	0	0	0	0	0	0	0	0	2	2
Shafer	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0
Sunnise	0	0	3	4	1	1	0	0	0	0	0	0	0	0	0	2
TOTAL:	0	8	22	46	27	44	3	5	2	5	0	0	0	0	2	3
Year to Year Comparison	Feb	YTD	Feb	YTD	Feb	YTD	Feb	YTD	Feb	YTD	Feb	YTD	Feb	YTD	Feb	YTD
2020	4	7	20	36	24	50	2	3	2	4	0	0	1	1	6	6
2019	5	10	8	32	25	42	2	2	3	3	0	0	0	0	3	3
2018	5	11	10	16	6	15	1	2	5	5	0	0	0	0	5	5
2017	6	8	14	28	16	31	3	4	3	5	0	0	0	1	17	17

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
March 4, 2021 - *DRAFT*

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, March 4, 2021 in a synchronous e-meeting due to Declaration of Local Emergency.

Staff Present: Jessica Jagoe; Land Services Coordinator, Diane Sander; Land Services & Parks Specialist, and Kurt Schneider; Environmental Services Director.

Chair Johnson called the meeting to order and led the assembly in the Pledge of Allegiance. A roll call of Board members was taken. Commission members present: Jim McCarthy, Shellene Johnson, Frank Storm, Dave Whitney, John Sutcliffe, Jim Froberg, and Chip Yeager. Ex Officio: County Commissioner Chris DuBose. A quorum was established with members present.

Coordinator Jagoe provided an overview of the electronic meeting format, review of muted microphones, speaking order, how to "raise hand", with the Chair leading and following meeting order/procedures.

APPROVAL OF AGENDA – Motion to approve the amended agenda with the addition of Staff Responses to Commission Questions on One Acre Buildable/Septic and seventeen public comments made by Frank Storm. Second by Dave Whitney. Roll call vote was taken and motion carried unanimously.

APPROVAL OF MINUTES – Motion to approve the February 4, 2021, Special Work Session January 21, 2021 and Special Work Session February 18, 2021 minutes by Jim Froberg. Second by Dave Whitney. Roll call vote was taken and motion carried unanimously.

RECEIPT OF MATERIALS AND SUBMITTALS INTO THE RECORD - Motion that all applications, submittals, reports with attachments, and other materials were received into the record made by Chip Yeager. Second by Frank Storm. Roll call vote was taken and motion carried unanimously. Meeting materials distributed in advance to the Planning Commission for their review included: Staff Report Ordinance Discussion, Staff Responses to Commission Questions on One Acre Buildable/Septic and seventeen - Public Hearing Comments for One Acre Buildable/Septic. Copies of all correspondence and meeting materials were made available for electronic distribution.

Public Hearing Items:

Chair Johnson provided a brief overview on the proposed language amendments with questions the Planning Commission is seeking public feedback on pertaining to One Acre Buildable and septic system types. Chair Johnson opened the public hearing for comments.

Rick Keller – Stacy, I am a septic professional and Lent Township Chair. I would make changes to allow for leniency. Septic systems installed correctly work and would recommend a change in these requirements.

Byron Dahlheimer - Oasis Road in Chisago Lake Township. I have a farm on North Center Lake. Identified the perfect spot for building. Septic experts indicate not a problem, potential sites are close but soil borings do not pass. There is an opportunity to make some homesites, help farmers and potential homeowners.

Max Gustafson – Chisago Lake and Sunrise Township. I farm in the area. This feels arbitrary and limits growth. We understand limitations and preserving open space. There is an opportunity to add to the tax base. We have some land not usable farm operation, but great for a nice home. Seems like more reasonable standard to promote growth. Farming is not easy and difficult to stay profitable as taxes increase. There is a better use for this land and ask that One Acre Buildable be removed.

Greg Shaleen - 15932 Quite Valley Road. I am a real estate agent in the Chisago Lake area. There are landowners with large parcels near Shafer with wetlands that have recorded lots. Seems like limited

communication on buildable which then causes conflict. Real estate agents from metro area assume a house can be built. Example provided on Redwing Avenue with issue of buildable soils and recording of non-conforming lots. Mr. Shaleen highlighted a registered century farm that after hours of conducting soil borings found minimal suitable area. There are a fair number of parcels that could accommodate a septic system but could not meet the one acre minimum requirement.

Tony Randall – Center City, Real estate agent in the area. Mr. Randall provided an example of a landowner transaction and spending additional money to prove one acre buildable. Generate more revenue with increase tax base. In favor of removing One Acre Buildable and allowing septic designers to do their job.

Lin Strong - Amador Township Chair. Amador, Shafer and Rushseba Townships submitted a joint letter opposing the removal of One Acre Buildable. There is marginal land in our townships and all townships, we are opposed to development on marginal land. Not all land should be developed. Go with choice one, keep 10,000 ft of mottled soils. County has worked hard to put these protections in place and should not be changed.

Marlys Dunne - Chisago County Commissioner. Asked clarifying questions on the perception of One Acre Buildable and Septic types. Is there any data to support or discourage the perception of limiting development/growth? Chair Johnson indicated that analysis has not been done. Based on what she knows, there has not been huge growth and could look a little further into that matter. Director Schneider reported it would be an extensive study. Staff could review recent years of platted developments the Planning Commission has reviewed. He noted platting could increase or decrease by changing the requirements. Commissioner Dunne asked if substandard septic systems would be installed and impacts of removing mottled soils. Chair Johnson responded it is separate from One Acre Buildable and would still be addressing a buildable lot/area. Current septic is beyond MPCA requirements. MPCA requires adequate location for primary and secondary septic systems. Mottling is for Type I system on new parcels, Type 2 – 4 are not allowed. We are looking to expand that and could set the size to accommodate both systems. If a parcel did not meet the twelve-inch mottled soils Type 2-4 could be installed. MPCA does have wetland regulations. Director Schneider reported there is no way to tell if poorer septic designs or installation would be done if One Acre Buildable was removed. There is a greater likelihood that other septic systems would be installed if a different size requirement was set for the primary and secondary septic systems sites. Director Schneider noted the County does allow the other types of septic systems and that homeowners do not have to put the house and septic in the buildable area. If they choose not to, then most likely a Type 3 or Type 4 septic system is installed on the property. The Type 1 system tries to minimize building in a poor-quality area. New construction can install different septic systems; but newly created lots must demonstrate their ability to support a Type 1 system. One Acre Buildable is not a state regulation, it is a county decision that could be kept or not.

Chris DuBose – Chisago County Commissioner. The thing that bothers me the most is One Acre Buildable. It doesn't have anything to do with land that is buildable. I don't think any house is built on twelve-inch mottled soils. The building site has dirt scraped away for concrete slab or basement. No purpose in it since that soil is not use in septic installation. The homeowner doesn't have to put the building or septic in that spot. Commissioner DuBose described a situation of a 20 acre parcel, which the landowner purchased one acre from the neighbor opposite of parcel to have the area to meet the One Acre Buildable. There is a sensible and fair way to limit development rather than an arbitrary and nonlogical based regulation. I am in favor of eliminating the One Acre Buildable.

Mike Willcoxon – Stacy, Chair of Planning Commission for Lent Township. We have a lot of Carlos Avery State Wildlife Management Area with numerous wetlands and lowlands. Development has been hindered from beautiful homesites since it does not meet those standards. Rules seem burdensome and should be removed.

Rick Keller – Director Schneider did a great job providing the rules and guidelines for septic design. Commissioner DuBose was right that this is an arbitrary decision, which does not make sense if the site can

support a primary and secondary system. The key is protecting septic areas while building and during the time of the homeowners living there. A pole barn cannot be built on the designated septic areas. Homeowners should have some forethought on how to manage their property.

Max Gustafson – Provided another example of a larger parcel with house, with the idea of the house being split off onto a five acre plot. House had a new septic in 2006 and inspected in 2015 and was fully functioning. If we want to plat the five acre, soil borings are still required. That is ridiculous with a functioning septic.

Greg Shaleen – I understand a Type 1 must be installed and One Acre is over kill. County Zoning will receive little feedback due to septic installers and realtors are well educated on the ordinance. Mr. Shaleen believed the One Acre Buildable is the most restrictive in the state. Surrounding counties roll their eyes at the strictness and uniqueness of Chisago County.

Marty Harding – Chisago City, People that are in favor of this change are real estate agents and landowners who will benefit from this. I am proud that Chisago County has the best zoning in the state, not ashamed. We have a large lakes area with wetlands that need protection. One Acre Buildable for new lake lots are needed since there is a lot of pressure to develop marginal land around lakes. One Acre Buildable should be kept as is.

Chair Johnson indicated public comment letters will be available with request by email or by reviewing comments at Environmental Services. Chair Johnson requested the list of names and/or agencies be displayed. The list of written public comments submitted in advance of the meeting on One Acre Buildable/Septic include:

1. Jeske Noordergraaf – Sunrise Township Supervisor
2. Betsy Rising – Nessel Township Supervisor
3. Max Gustafson
4. Frederick Weck, Zoning Administrator – City of Wyoming
5. Kevin Stenson, Mayor – City of Lindstrom
6. Gary Noren & Marty Harding
7. Tony Randall
8. Mike and Linda Gallagher
9. John Pechman, City Administrator – City of Chisago City
10. Josh Putt
11. Wayne Jacobson, Jacobson Environmental
12. Chisago County Townships Amador, Shafer, and Rushseba
13. Benjamin Zierke, Zierke Soil Testing
14. Paul Dennison
15. Kirk Bluhm, Bluhm Construction, Inc.
16. Sherry Stirling – Chisago Lake Township Supervisor
17. Minnesota Pollution Control Agency (MPCA)

Chair Johnson identified members from the public on electronically and asked if they would like to speak on One Acre Buildable and septic system types. With no additional person wishing to speak, *motion* by Dave Whitney to closed the public hearing. Second by Jim Froberg. Chair Johnson conducted a roll call vote. The motion passed with Dave Whitney, Jim McCarthy, Chip Yeager, John Sutcliffe, Jim Froberg and Shellene Johnson in favor. Frank Storm was opposed.

Chair Johnson asked each Planning Commission member for additional questions and comments. Frank Storm indicated he was opposed to closing the public hearing with the intention to carry over public comment to April's meeting. Public hearing has been closed. Chair Johnson indicated the Planning Commission was collecting comments, but she thought there will be an opportunity for further comments. Frank Storm disagreed. Dave Whitney specified that following discussion he would like to make a motion on this issue. Jim

Froberg inquired about soil mottling. John Sutcliffe provided a quick overview of different septic systems and separation requirement. Commissioner DuBose asked if a mound septic system had any negative impacts to the environment? John Sutcliffe indicated if properly designed, no. **Motion** by Dave Whitney to remove One Acre Buildable from all ordinances as provided by staff on December 23, 2020 and create a new buildable site requirement to be inserted in applicable Chisago County Ordinances. Second Jim Froberg. Dave Whitney clarified creating new buildable site requirements would mean a lot more and limit issues raised tonight. Dave Whitney noted a working group could draft and make modifications on defining a buildable site. Draft can be reviewed at the special work session and at the April Planning Commission meeting. Chip Yeager inquired how applications would be handled. Current ordinance language would be used until the County Board approves the recommended ordinance language. Jim McCarthy commented this is going too fast and need time to discuss and debate One Acre Buildable. Excellent material that staff put together and many concerns from townships. Jim McCarthy noted the Planning Commission should be very careful, concerns for home buyers of what they are buying and impacts of climate change. Chair Johnson indicated she supported the motion and added the County Board gave direction on removing One Acre Buildable. This item needs to move forward to County Board, remove One Acre Buildable and create a new buildable site requirement by the working group and then move to a public hearing. Frank Storm concurred with Jim McCarthy concerns and does not support moving it to County Board with the number of submitted letters that need to be read and addressed.

Jim McCarthy indicated he was not ready to vote with lengthy list of submitted comments. The Planning Commission has not discussed and would like to go through each comment. Discussion was held on the ability to read the comments submitted prior to the meeting and the Chisago County Press letter to editor. Public hearing had been closed and Chair Johnson asked if the Planning Commission would like to continue discussion. Jim McCarthy indicated yes and he would also like to discuss staff and MPCA comments. John Sutcliffe noted he did not have a chance to read the submitted comments and would like the motion read back. Frank Storm specified to hear the motion read back and call the question to vote. Dave Whitney restated his motion to remove One Acre Buildable from all ordinances and create a new buildable site requirement to be inserted in applicable Chisago County Ordinances. Chair Johnson conducted a roll call vote. The motion passed with Dave Whitney, John Sutcliffe, Jim Froberg and Shellene Johnson in favor. Jim McCarthy, Chip Yeager and Frank Storm was opposed.

Director Schneider asked for clarification moving forward and timeline for developing new buildable site requirement. Director Schneider noted the Planning Commission has a training in March and a proposed lengthy April agenda. Dave Whitney indicated his proposed timeline may be unrealistic and the working group could draft new buildable site requirement. Jim McCarthy indicated desire to work on modification instead of eliminating One Acre Buildable. **Motion** by Jim Froberg to recommend the following working group members: Chair Shellene Johnson, Jim McCarthy, Dave Whitney, and Coordinator Jagoe. Second by John Sutcliffe. Roll call vote was taken and motion carried unanimously. Chair Johnson indicated the working group would meet soon, develop draft for March's work session or at least provide an updated timeline. John Sutcliffe inquired if Planning Commission could provide comments. Chair Johnson said yes, the working group would accept comments.

ADJOURNMENT: There being no further business, motion by Frank Storm and second by Jim Froberg to adjourn. Roll call vote was taken and motion carried unanimously. Meeting was adjourned at 8:35 p.m.

Chisago County Request For Board Action

Meeting Date: March 17, 2021

Item Number: 13

Title of Item for Consideration: 2021 Aquatic Invasive Species Control Partnership Program between Chisago Lakes Lake Improvement District (CLLID), Local Lake Associations

Action Requested by: Kurt Schneider, Director

Department: Environmental Services/Zoning -on behalf of the CLLID

Previous Action on this Matter: This program has been offered from 2012 through 2020. In 2020, the Center Lakes, Green Lake, and Chisago/Lindstrom/Kroon Lake Associations partnered in the program to control Eurasian Watermilfoil, Curly Leaf Pondweed and Phragmites on area lakes. This program is proposed to be offered again in 2021 only and may or may not be continued in 2022.

Background: Aquatic Invasive Species (AIS) such as Eurasian Watermilfoil and Curlyleaf Pondweed are a serious problem in the Chisago Lakes Chain of Lakes watershed. Recently, invasive Phragmites has become a problem on area lakes.

For the past 9 years the CLLID has provided cost share funding to lake associations to help pay for the cost to control Eurasian Watermilfoil and Curlyleaf Pondweed to improve navigation. Over this time, grant funds from the DNR for these programs have decreased and have limited availability. The CLLID has increased cost share opportunities from 50% to 90% to help lake associations make up for the loss of state grant funds. The program helps achieve the CLLID goal to promote the reduction of non-native aquatic invasive species. In 2019, invasive Phragmites along shorelines was added as a plant eligible for treatment funds.

This program, as outlined, will provide 90% of the cost for the treatment up to the maximum allowed. This maximum value is based off a proportionate share of the number of littoral acres of the lake (see attached table). Within individual lake associations, funds can be allocated to lakes based on need for treatment. If funding remains at the end of the season, lake associations can apply for up to \$1,000 additional funding, so long as the total program funding does not exceed the budgeted \$30,000.

On March 1, 2021, the CLLID board unanimously approved a motion recommending that the County Board approve the CLLID/Lake Association/DNR AIS Control Partnership Program.

Attachment(s):

- 2021 CLLID/Lake Association/DNR AIS Control Partnership Program
- Budget Adjustment Request

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the 2021 CLLID/Lake Association/DNR Aquatic Invasive weed control partnership program for \$27,000, along with up to \$3,000 from reserves for a total program budget of \$30,000. The suggested motion to approve this action is as follows:

"Move to Approve the 2021 CLLID/Lake Association/DNR aquatic invasive weed

control partnership program for \$27,000, along with up to \$3,000 from reserve funds for a total program budget of \$30,000."

Implications of Action: Recommended Board action would authorize the partnership between the CLLID, lake associations and DNR to control Eurasian Watermilfoil and Curlyleaf Pondweed for purposes of improving navigation, and invasive Phragmites wherever found.

Budget/Financial Implications: The proposal is being brought before the County Board for consideration because the 2021 program in its entirety will exceed \$5,000. Funding for the 2021 CLLID Aquatic Invasive Species partnership program is in the approved 2021 CLLID budget. The CLLID currently has \$27,000 in the Aquatic Invasive Species lake association partnership budget category. Up to \$3,000 in additional reserve funds are needed for a total program budget of \$30,000.

Use of CLLID reserve funds is consistent with the policy to maintain approximately 50% reserve carryover of the CLLID budget, according to recommendations of the State of Minnesota Office of the State Auditor "Fund Balances for Local Government – Office of the State Auditor Statement of Position. No county levy funds are requested.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

2021 LID/Lake Association/DNR Aquatic Invasive Species Control Partnership Program

Aquatic invasive species, such as Eurasian Watermilfoil, Curlyleaf Pondweed, and Phragmites are a serious problem in the Chisago Lakes Chain of Lakes watershed. The Chisago Lakes Lake Improvement District (LID) has a goal to promote the reduction or control of non-native aquatic invasive species. The objective is to, when appropriate, provide assistance with costs and grants associated with treatment of or education about non-native aquatic invasive species such as Purple Loosestrife, Phragmites, Curlyleaf Pondweed and Eurasian Water Milfoil.

The LID is interested in partnering with lake associations within the LID boundaries to control:

- Eurasian Watermilfoil and Curlyleaf Pondweed for the purpose of improving navigation. Funds are intended to support projects that have received an Invasive Aquatic Plant Management Permit from the DNR and that are 150 feet from shore.
- Invasive Phragmites and Purple Loosestrife wherever found within the LID boundaries. The lake associations are responsible for all permits, property owner permissions, interactions, and potential liabilities.

The LID is offering to provide matching funds to lake associations for cash expenditures on projects to control these invasive species using either herbicides or mechanical control. No reimbursements will be made for time, mileage, labor, etc. incurred by the lake association. These reimbursements are calculated using the cost after any non-LID public grants targeted for AIS control.

The LID will provide 90% of the reduced cost for the treatment up to the maximum allowed. This maximum value is based off of the number littoral acres of the lakes that are supported by the appropriate 501(c) lake association within the LID boundaries (see following table). Within individual lake associations, funds can be allocated to lakes based on need for treatment.

Lake Association	Littoral (Acres)	% of Total	Matching Grant*
Green Lakes Association Green, Little Green Ellen Lakes	1,343	37.32%	\$11,194.78
Center Lakes Association North & South Center Lakes	1,169	32.48%	\$9,744.37
Chisago Lindstrom Kroon Lakes Association Chisago, North Lindstrom, South Lindstrom, Kroon Lakes	1,087	30.20%	\$9,060.85
Total			\$30,000

Note: If the entire \$30,000 of the matching grant is not requested by the lake associations, the lake associations can request up to \$1,000 more. Lake associations requesting this additional Grant, must submit a request to the LID board for consideration at or before the November LID board meeting. The total AIS partnership grant expenditure for 2021 will be less than or equal to \$30,000.

Lakes that currently not part of a lake association must either join one of the existing lake associations or create a new one to be part of this partnership program and submit their request before the March 2021 LID meeting.

- This opportunity is for 2021 only. The program may or may not be continued in 2022.
- Applications must be reviewed by LID staff and submitted to the LID board prior to approval.

Please provide the following prior to treatment

1. 2021 AIS Treatment Worksheet for lake associations within the Chisago Lakes Lake Improvement District.
2. Copy of any grant applications.
3. Copy of DNR Invasive Aquatic Plant Management Permit application. **Permits are a legal requirement.** Information about DNR permits can be found at: http://www.dnr.state.mn.us/permits/invasive_species/index.html
Invasive Aquatic Plant Management permit applications will be submitted through the online Minnesota DNR Permitting and Reporting System (MPARS).
4. Map or drawing of the proposed treatment area.
5. Funding request for the LID.

Please provide the following after treatment

1. Itemized list of funds spent, including invoices.
2. Copy of all grant contracts indicating monies received.
3. An updated 2021 AIS Treatment Worksheet indicating actual acres treated, etc.
4. Invoice requesting reimbursement from the LID.
5. Not required but appreciated – What were your overall thoughts on the control program? Did the controls meet or exceed your expectations? Were there disappointments?

For additional information on the partnership opportunity, please contact:

Jerry Spetzman
Administrator Chisago Lakes Lake Improvement District
Chisago County Department of Environmental Services and Zoning
jerry.spetzman@chisagocounty.us
651-213-8383



Budget Adjustment Request 2020

Department Name: Environmental Services
Chisago Lakes Lake Improvement District

Department Head: Kurt Schneider

Reason and description of the proposed change to the Budget:

The approved 2021 LIID budget has \$27,000 for Aquatic Invasive Species Lake Association partnerships (618-6840). An additional \$3,000 is needed for a total program budget of \$30,000. The LIID Board is respectfully requesting \$3,000 be transferred from reserves to AIS Lake Association partnerships (618-6840) to cover the additional cost of treatments. No county levy funds are requested.

Is this proposed budget change a net expenditure to the county?

Yes/No

If yes, can other expenditures be cut from this department to offset this net expenditure?

No

If a net expenditure, can this change be deferred until next budget year?

Auditor-Treasurer's comments:

2021 Budget Adjustment

Account Description	Account #					Additional \$ Amounts	
	Fund	Dept	Program	Service	Object	Revenue	Expenditure
AIS Lake Association Partnership		618	6840				27,000
Reserves		618				3,000	
Total Revenue & (Expenditures)						\$3,000	\$27,000
Net Revenue/ (Expenditure) change vs. 2021 Budget							\$30,000

County Administrator approval

YES No

Date

dd mo. yr

Board approval

Date

After the above approvals have been received, the Auditor-Treasurer's department will forward a copy of this document along with a copy of the "revised" 2021 Budget schedule to the department head requesting the change.

Chisago County Request For Board Action

Meeting Date: March 17, 2021	Item Number: 14
Title of Item for Consideration: 2021 Chisago Lakes Lake Improvement (LID) District Water Quality Monitoring Work Plan	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning -on behalf of the LID
Previous Action on this Matter: This program has been in place since 2011. On November 18, 2020, the Chisago County Board of Commissioners approved a Professional Technical Services contract with Chisago Soil and Water Conservation District which includes \$4,000 to complete a report assessing 2021 water quality monitoring.	
Background: Since 2011, Chisago County staff have monitored water quality at lakes within the LID with public water accesses. Lakes are monitored for water clarity, nutrients, chlorophyll and other parameters. The resulting data is compiled into a report which provides information on water quality and interpretation of trends. In 2012, lakes in northern Chisago County were added to the monitoring network. Since 2016, volunteers have monitored lakes without public water accesses within the LID. The Chisago Soil and Water Conservation District is installing multiple water quality improvement projects throughout the County. Water quality monitoring is a means to measure whether the lakes are improving as a result of the projects. On March 1, 2021 the LID Board of Directors passed a motion recommending the County Board approve funding for water quality monitoring of LID lakes. Attachment(s): • 2021 LID water quality monitoring work plan, laboratory analysis and supplies. • Map 2021 LID water quality monitoring sites • 2021 Budget Adjustment	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving funding 2021 LID water quality monitoring, laboratory analysis and supplies. The suggested motion to approve this action is as follows: <i>"Move to Approve \$7,325 toward 2021 Chisago Lakes Lake Improvement District water quality monitoring, laboratory analysis and supplies."</i>	
Implications of Action: Recommended Board action would authorize \$7,325 toward 2021 LID lake water quality monitoring, laboratory analysis and supplies. Water quality monitoring will continue on northern Chisago County lakes funded through the County Water Plan budget. Budget/Financial Implications: The approved 2021 LID budget has \$7,000 for water quality monitoring, laboratory analysis and supplies (618-6828). An additional \$325 is requested from LID reserve funds. No county levy funds are requested.	

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

Approve

CCB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

2021 Chisago Lakes Lake Improvement District Water Quality Monitoring

Goal 1: Preserve, protect and enhance water quality within the Chisago Lakes Chain of Lakes Watershed.

Objective 2: Implement Chisago Lakes Chain of Lakes Watershed wide lake water quality monitoring plan.

Proposal: Annually monitor nutrients, aquatic life and other parameters to determine water quality concentration trends and loading of up to twenty-three lakes located in the Chisago Lakes Lake Improvement District with Chisago County staff and volunteers. The resulting report will provide information about lake water quality and interpretation of trends.

Monitoring will include Secchi disk readings, physical condition, recreational suitability, water color, surface water temperature, chlorophyll A, ammonia nitrogen, and total phosphorus levels.

Lakes Monitored. Lakes within the Chisago Lakes Lake Improvement District will be monitored using staff & volunteers. Up to 23 lakes/sites will be monitored.

TABLE 1: Lakes Monitored

Staff Sites

Chisago (North) – 944 acres	North Center (South) – 749 acres
Chisago (South) – 944 acres	North Lindstrom – 141 acres
Green – 1193 acres	North Center North Lindstrom Channel
Kroon – 193 acres	South Center – 835 acres
Little – 168 acres	South Lindstrom – 454 acres
Little Green – 206 acres	Spider (East) – 131 acres
North Center (North) – 749 acres	Spider (West) – 131 acres

Volunteer Sites

Bloom – 148 acres
Emily – 15 acres
Linn – 156 acres
Mattson – 43 acres
Ogren – 43 acres
Pioneer – 76 acres
School – 158 acres
Swamp – 21 acres
Wallmark – 132 acres

5,806 total lake acres monitored

Sample Frequency. Once a month May – September 2021.

Sample Analysis. Based on 2021 Pace Analytical prices.

Cost of sample analysis will be funded through the Chisago Lakes Lake Improvement District budget.

TABLE 2: 2021 PACE Analytical Sample Analysis Costs

	Cost per sample	Cost per lake (site) per year	Cost 23 Lakes (sites) per year
Total Phosphorus	\$16	\$80	\$1,840
Chlorophyll A	\$21	\$105	\$2,415
Ammonia Nitrogen	\$15	\$75	\$1,725
Environmental Impact Fee (\$1 per invoice)	0	0	\$15
Sample Disposal	\$3	\$15	\$345
Filters & dishes	0	0	0
Total	\$55	\$275	\$6,340

TABLE 3: One-Time Sampling and Equipment Cost Estimates:

	Sampling and Equipment Description	Cost Estimates
Sampling Equipment	\$200 per set. \$400 total per year (2 replacement sets) Each set includes: water filters, integrated sampler, Secchi disk, suction, notebook, and thermometer.	\$400
Shipping to PACE	\$97 a month \$485 total per year (May – September)	\$485
pH Test Strips		\$100
Total		\$985

2021 TOTAL BUDGET

\$7,325

Sample Collection. Samples will be collected by staff and volunteer residents who have access to an appropriate lake and watercraft. Chisago County staff will collect and ship the samples obtained by the volunteers to Pace Analytical.

Data Review: Includes review of data by the Chisago SWCD, submittal to MPCA's EQuIS program, monthly and annual reports. The \$4,000 cost for this has been approved in the 2021 Professional/Technical Services Contract.

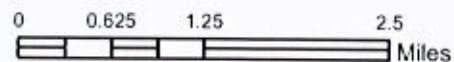


Chisago Lakes - Lake Improvement District

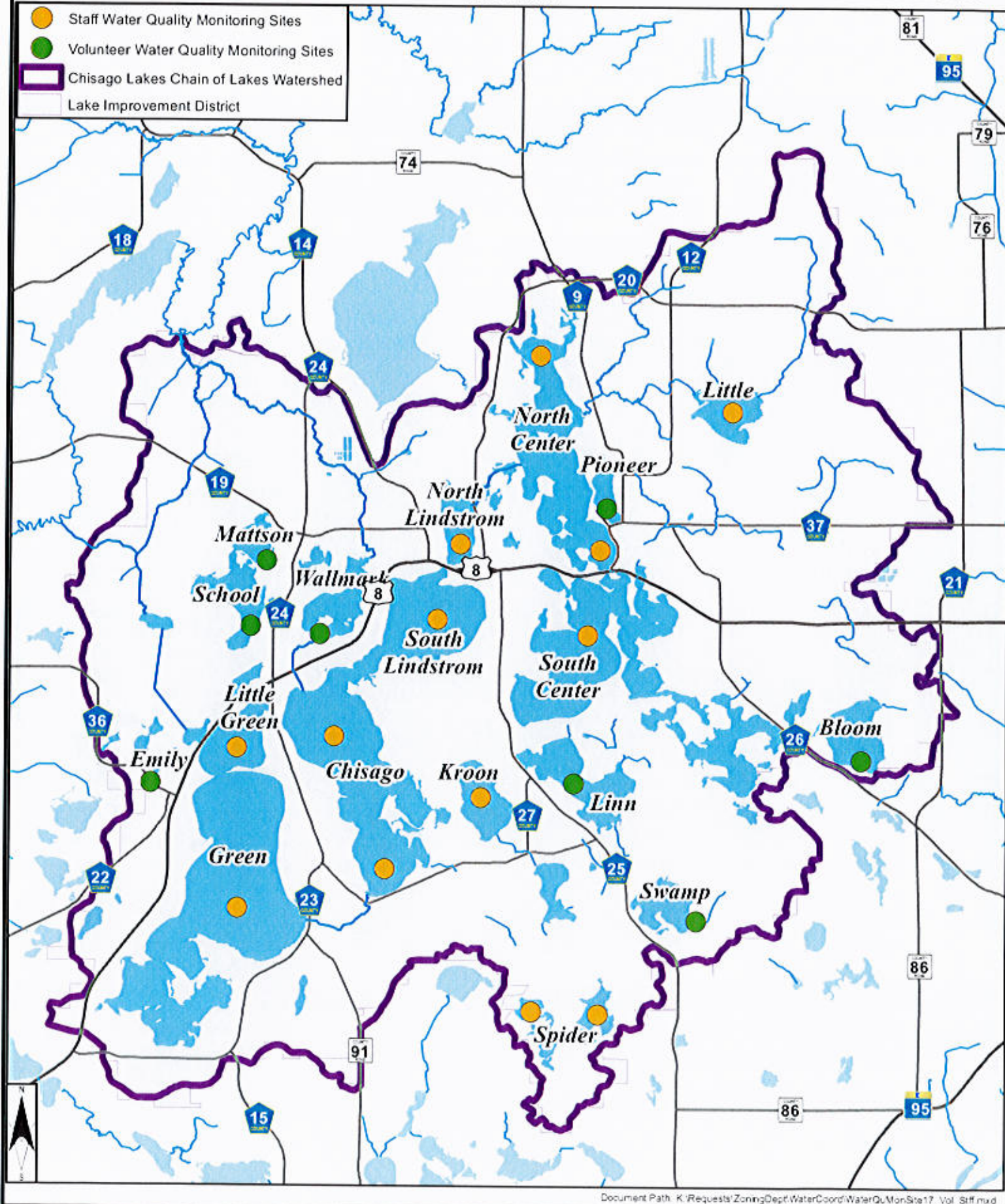
2017 Water Quality Monitoring Sites

1 inch = 6,800 feet

Date: 1/26/2017



- Staff Water Quality Monitoring Sites
- Volunteer Water Quality Monitoring Sites
- Chisago Lakes Chain of Lakes Watershed
- Lake Improvement District





Budget Adjustment Request 2021

Department Name: Environmental Services
Chisago Lakes Lake Improvement District

Department Head: Kurt Schneider

Reason and description of the proposed change to the Budget:

The approved 2021 LID budget has \$7,000 for Water Quality Monitoring (618-6828). An additional \$325 is needed for a total program budget of \$7,325. The LID Board is respectfully requesting \$375 be transferred from reserves to Water Quality Monitoring (618-6828) to cover the additional cost of the program. No county levy funds are requested.

Is this proposed budget change a net expenditure to the county?

Yes/No

No

If yes, can other expenditures be cut from this department to offset this net expenditure?

If a net expenditure, can this change be deferred until next budget year?

Auditor-Treasurer's comments:

2021 Budget Adjustment

Account Description	Account #					Additional \$ Amounts	
	Fund	Dept	Program	Service	Object	Revenue	Expenditure
AIS Lake Association Partnership		618	6828				7,000
Reserves		618				325	
Total Revenue & (Expenditures)						\$325	\$7,000
Net Revenue/ (Expenditure) change vs. 2021 Budget							\$7,325

County Administrator approval

YES No

Date

dd mo yr

Board approval

Date

After the above approvals have been received, the Auditor-Treasurer's department will forward a copy of this document along with a copy of the "revised" 2021 Budget schedule to the department head requesting the change.

Chisago County Request For Board Action

Meeting Date: March 17, 2021

Item Number:

15

Title of Item for Consideration: Personnel Requisition – Parks Maintenance Technician

Action Requested by: Kurt Schneider, Director

Department: Environmental Services -
County Parks Division

Previous Action on this Matter: Budgeted 2021 Seasonal Parks Staffing has been approved at \$86,096 and includes Park Rangers (4); Collection Attendants (4); Seasonal Maintenance (4); and the proposed position of Parks Maintenance Technician outlined and requested herein.

Background: In recent years the Parks Division has made effort to budget and staff for the progressively reduced availability of dedicated Sentence To Serve (STS) crew work within our parks system. Unfortunately, for some time now crew availability beyond that of the basic assistance of the crew leader has been extremely difficult to depend on due to factors outside of the crew leader's control. STS crew project work is non-existent and when help is available it is limited to very general maintenance (mowing/trimming).

To continue to improve and enhance annual parks project, care, and maintenance efforts staff is proposing a new .6 FTE position of Parks Maintenance Technician to be funded from the existing Seasonal Staff budget. This new seasonal fulltime position is proposed to carry over year to year but only for a period of 8 to 9 months of the year. The dedicated nature of this position is anticipated to greatly assist the two permanent Parks Director and Parks Maintenance Lead staff with advanced parks maintenance and project work, examples attached.

The proposed position is in review of Human Resources for Grade/Step assignment and is proposed as a mid-level Grade 15 hire. As Grade assignment may adjust, the proportionate seasonal hours and schedule of the position will increase/decrease to stay within budget.

Attachment(s):

- 2021 Seasonal Parks Staffing Budget Plan
- Parks Maintenance/Project Work Examples
- Requisition and Draft Job Description

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the request to incorporate the Parks Maintenance Technician into the Parks and Trails seasonal staffing plan. The suggested motion to approve this action is as follows:

"Move to Approve the .6 FTE Parks Maintenance Technician Position into the annual seasonal staffing plan of the Parks and Trails Division of Environmental Services Department."

Implications of Action: Recommended Board action authorizes the steps necessary to complete position description Grade assessment and fill the position as described.

Budget/Financial Implications: Seasonal Parks Staffing budget remains unchanged.

Legal/Policy Implications: The recommended Board action creates a new job/description of the County.

<i>Administrator's Recommendation</i>			
Approve <i>CLS</i>	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

2021 Seasonal Parks Staffing

We have \$86,096.00 budgeted for Part-time labor in 2021.

- **Park Rangers (May 28th-Sept 6th)**
 - 1021 total hours for 4 positons @ \$17.00 per/hour= **\$17,357.00**
- **Collection Attendants (May 28th-Sept 6th)**
 - 498 total hours for 3 positions @ \$11.00 per/hour= \$5478.00
 - 194 total hours for 1 positon @ \$15.00 per/hour= \$2910.00 (Natalie Cropper)
 - 692 total hours for all positons= **\$8388.00**
- **Seasonal Parks Maintenance (March 22nd-Oct 31st)**
 - Season Maintenance Staff
 - 600 total hours per position (2 positions) @ \$15.00 per/hour= \$18,000.00
 - 400 total hours per position (2 positions) 26 weeks at 2 days a week -@ \$15.00 per/hour= \$12,000.00
 - 2000 total hours for 4 positions @ \$15.00 per/hour= **\$30,000.00**
- **Parks Maintenance Technician (Part-time) (April 5th-November 26th for 2021)**
 - 33 weeks (1 position) @ \$21.12 per/hour (Grade 15)
 - 1320 total hours= **\$27,878.40**
- **Total Part-time employee wages for 2021**

(17,357)	Rangers
(8,388)	Collection Attendants
(30,000)	Parks Maintenance Season staff
(27,878)	Parks Maintenance Technician
\$ (83,623)	

2021 Seasonal Parks Returning Employees- Offer Letters

Seasonal Maintenance Staff-

- James Tracy
- Kyle Kern
- Aaron Neperud
- Bill Anderson

Parks Rangers-

- Barb Harding
- Jennifer McDonough
- Robert McDonough
- Dawn Otremba

Collection Attendants (Fish Lake Park)-

- Maxson McDonough
- Natalie Cropper
- James Tracy
- Jennifer McDonough

Program Seasonal Hires

1. Previous Years Process
 - 1) Create Tentative Schedule- for Fish Lake employees- Ranger/Collection Attendants
 - a. Number of working days vary each year
 - 2) Determine park's maintenance needs for the year- predicting start dates (Seasonal Maintenance Staff)
 - a. Anticipate number of hours employees will work (compare to previous years)
 - b. 2- employees work 2 days/week
 - c. 2- employees work 4-5 days/week
 - 3) Complete Personnel Requisitions
 - 4) Forward Personnel Requisitions/Job descriptions to HR Director
 - 5) Post Job openings in Chisago County Press, Chisago County Website, League of MN Cities?, MRPA (\$125)?
2. Offer Letters- HR Director sends out offer letters to returning employees that E.S Department has selected as eligible (2 weeks for reply)
3. Return seasonal employee wage incentive/adjustment ideas(s)
 - \$0.50 per year wage incentive-Seasonal staffing
 - i. Seasonal Collection Attendants
 - ii. Seasonal Parks Maintenance workers
 - iii. Seasonal Parks Rangers?
4. Positions Needed (13 total)
 - Parks Maintenance Staff
 - 4 Seasonal Parks Maintenance employees
 - 1 Part-time Parks Maintenance Technician
 - Parks Rangers (Fish Lake Park)
 - 4 Seasonal Parks Rangers- (7 days per week- Memorial day to Labor day)
 - Seasonal Collection Attendants (Fish Lake Park)
 - 4 Seasonal Collection Attendants-(Friday thru Sunday)- Memorial day to Labor day)
5. Timeline(s)
 - Board Approval
 - i. New part-time position, wage incentive increase?
 - Posting periods
 - i. 2-3 weeks (may extended posting period if send out in early to mid-February)
 - ii. Sooner the better- typically in the month of February
 - Target Interview timeline
 - i. Schedule interview- 3 or 4 days after job closing date
 - ii. Interviews- Job Applicant Review-Grading (2 weeks)

- iii. Recommend for hire to HR director
- iv. Administrative department will let us know when employee has everything turned in and anticipated start date

- Hire dates

- i. Seasonal Parks Maintenance (March 22nd-October 31st) weather dependent
- ii. Part-time Parks Maintenance Technician- (April 5th-November 26th for 2021) 9 month position for 2022 and beyond
- iii. Seasonal Parks Rangers (May 28th- September 6th) (Mondays thru Sundays- 7 days week)
- iv. Seasonal Parks Collection Attendants (May 28th- September 6th) (Fridays thru Sundays- 3 days week)

- Start dates

- i. Returning employees can start any time after they complete and turn in required paperwork to Administrative Office.
- ii. We will let HR Director know starting dates for employees as well as Payroll Specialist
- iii. New hires- will need to complete background check and turn in required paperwork to Administrative Office prior to starting

Parks Maintenance Technician Project List-2021

Fish Lake Park

- Replace split rail fence and redefine horseshoe pits (level, edge, add sand in pits)
- Replace dock board and install bumper on edges
- Repair beach retain wall, straighten out and level (add additional 6"x6" boards and use plastic decking on top)
- Help assist in removal of fishman's restroom and level
- Clean up and replace landscaping in Fish Lake Park
- Power wash, repair decking on dock and swimming platform

Kost Dam Park

- Finish stain shelter
- Remove spilled paint in restroom and repaint walls
- Install landscaping rock and shrubs around Park sign
- Install grant requirement signage

Ki Chi Saga Park

- Clean out 3 landscaping beds, and add new shrubs and top off gravel
- Level fencing throughout the park
- Aerate turfgrass areas on all athletic fields
- Install new players benches after concrete is poured
- Repair shingles on Playground Shelter
- Install players benches in dugouts

Dennis Frandsen Park

- Level benches near lake shore
- Remove dead cedar trees and shrubs on disc course
- Trim up evergreen trees in parking lots

- Install new culvert on disc course hole number 5

Checkerboard Park

- Repair shingles on parks shelter
- Remove and replace concrete slab in restroom building
- Landscape around trail signs, rock and shrubs
- Install new park entry sign

Sunrise Prairie Trail

- Flail mow east side of trail
- Landscaping repair at trail heads
- Assist with installation of kiosks

Swedish Immigrant Trail

- Add rock checks near 2nd and 3rd bridge
- Install wood fencing at second bridge
- Complete erosion control measures near bridges
- Repair trail pavement near the City of Shafer
- Repair trail pavement near City of Shafer
- Assist with installation of Kiosks
- Prepare pollinator gardens for plantings

POSITION: Parks Maintenance Technician

DEPARTMENT: ENV. Services/Parks

☒ New Position

☐ Replacement for: Seasonal Vacant Since: 10/23/2020

Estimated Annual Personnel Costs (Including Benefits): \$ 27,878.00

Estimated Hard Costs (Newly Incurred): (check those that apply and include details)

☒ Vehicle: \$ 0.00

☐ Desk/Office Set-up: \$ _____

*All Hard Costs accommodated within existing Seasonal Staffing equipment and supply.

☒ Telephone: \$ 0.00

Details: _____

☐ Computer: \$ _____

Details: _____

☐ Other: \$ _____

Details: _____

TOTAL HARD COSTS: \$ 0.00

TOTAL COSTS: \$ 27,878.00

Financing of Position:

☐ Revenue Generated: \$ _____

☐ Grants: \$ _____

☒ Levy: \$ 27,878.00

This space is reserved for Human Resources comments:

TOTAL INCOME:

\$ _____

Reason for New Position:

The primary objective of this position is to provide high level general maintenance and project work within County owned Parks and Trails. Involvement with ongoing park and trail improvement projects, maintenance, and operations of the County Parks and Trails system.

Results of Denial:

Important tasks of parks maintenance and project work including installation and repair of park amenities, equipment and building maintenance, landscaping, and forestry will become increasing more challenging and slow to complete.



COUNTY OF CHISAGO

Chisago County Government Center
313 North Main Street, Room 170
CENTER CITY, MN 55012-9663

Phones:
651-213-8866
Fax 651-213-8876
TOLL FREE: 1-888-234-1246

JOB OPPORTUNITY

Parks Maintenance Technician

**USE
CHISAGO COUNTY
GENERAL APPLICATION**

PROMOTIONAL _____ **X**

COMPETITIVE _____ **X**

APPLICATION CLOSING DATE: **X/X/XXXX**

JOB TITLE: Parks Maintenance Technician
DEPARTMENT: Environmental Services-Parks Division
SUPERVISOR: Parks Director

SUMMARY OF DUTIES:

Responsibilities include all aspects of parks maintenance including installation and repair of park amenities, equipment and building maintenance, landscaping, and forestry. Operation of equipment and tools while working in a variety of weather conditions. Daily tasks will be varied and weather and/or season dependent.

QUALIFICATIONS & REQUIREMENTS:

High school diploma or equivalent; one or more years of experience in related areas of considered, Valid MN drivers' license and crew supervision experience.

GRADE: 15

SALARY RANGE: \$16.83 to \$22.92

CHISAGO COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

JOB TITLE: Parks Maintenance Technician
DEPARTMENT: Parks Division
POSITION STATUS: 3/5th-time (Part-time, Maximum of 80 hours per pay period)
REPORTS TO: Parks Director
JOB LOCATION: North Branch MN

POSITION OBJECTIVE:

The primary objective of this position is to provide high level general maintenance of County owned Parks and Trails. Involvement with ongoing park and trail improvement projects, maintenance, and operations of the County Parks and Trails system.

SUPERVISION RECEIVED:

Works under the general supervision of the Parks Director and Parks Maintenance Lead.

SUPERVISION EXERCISED:

Performs onsite supervision and training for maintenance and improvement projects and maintenance involving seasonal staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Performs duties associated with park and trail improvements and enhancement projects
2. Performs work and manual labor including but not limited to frequent lifting, shoveling, operating of vehicles, and light and/or heavy equipment
3. Promotes safety awareness and abides by the county safety policies

CHISAGO COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

4. Ensures that Park Ordinances are followed and enforced
5. Participates in the maintenance of equipment, park and trail properties
6. Responsible for daily task assignments to staff, evaluation of the work performed in the absence of Park Maintenance Lead
7. Trains staff in safe operational techniques for parks equipment and ensures appropriate equipment is used for purposes intended. Reports unsafe equipment to Parks Maintenance Lead
8. Conducts lake water testing at Chisago County Park swimming beaches
9. Attends division maintenance and safety meetings
10. Coordinates with STS maintenance crew in absence of Parks Maintenance Lead
11. Assists in the installation and maintenance of infrastructure and park features; including pathways, playground equipment, shelters and signage
12. Perform pathway and trail maintenance including sweeping, patching, removal and repair
13. Erosion control mitigation and repair along trail embankments
14. Maintains routine maintenance of facilities by painting, cleaning and repairs
15. Maintenance, design and installation of landscaping beds
16. Makes recommendations regarding facility and equipment needs
17. Prepares athletic fields for league play including dragging, painting and field layouts
18. Maintains turf grounds by mowing, seeding, and aerating
19. Tree and shrub planting, removal, and pruning
20. Maintains playground equipment structures and use zones by painting, repairing, and adding surfacing material
21. Attendance during regularly scheduled work hours
22. Performs other related functions as apparent or delegated

CHISAGO COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

DESIRED MINIMUM QUALIFICATIONS:

1. Education and Experience

- A. High School diploma or equivalent
- B. One or more years of experience in related areas considered, valid MN drivers' license, supervisory experience.

2. Knowledge, Skills and Abilities

- Knowledgeable in trees, turf, pollinator gardens and landscaping
- Ability to operate motor vehicles, tractors, boats, riding mowers, power tools and hand tools
- Understand and follow parks policies and procedures
- Knowledge of fertilizers and chemicals and ability to apply them safely
- Thorough practical knowledge of principles, practices and methods of operate tools and equipment necessary for performance of duties
- General knowledge of carpentry, electrical, masonry, plumbing, painting, and mechanical skills with ability to select and operate necessary equipment
- Skillful operation of various heavy and light-weight equipment
- Physical ability to do strenuous laboring tasks under varying weather conditions
- Knowledge of maintenance and repairs of equipment
- Knowledge of philosophy of park law enforcement and ordinances and the ability to effectively handle park violations
- Ability to communicate effectively both orally and written
- Knowledge of the principles of supervision and ability to apply them
- Knowledge of basic First Aid and CPR
- Knowledge of safety standards and promotes safety in the work environment

CHISAGO COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

- Ability to motivate and evaluate staff
- Ability to perform specialized tasks involving independently judgement and initiative

TOOLS AND EQUIPMENT USED:

Calculator, personal computer, copy machine, telephone, standard office equipment, facsimile machine. Field equipment used: tractors, mowers, saws, blowers, pumps, electric hand tools, sweepers, etc.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, reach with hands and arms; stand; walk; talk or hear and use hands to finger, handle, feel or operate objects. The employee is required to climb or balance, stoop, kneel or crouch on a regular basis.

The employee must occasionally lift and/or move/carry up to 75 pounds. Specific vision abilities required by this job include close vision, peripheral vision and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in an outdoor setting.

The noise level in the work environment is usually moderately loud. There is frequent exposure to varying weather conditions, a wide variety of equipment

CHISAGO COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

with very fast moving parts and chemicals that need to be handled with extreme care.

Many of the required tasks do require physical strength and stamina for a prolonged period of time. The ability to work in varied work environments due to changes in weather takes physical preparation and selection of clothing to withstand cold, hot or wet conditions.

GENERAL STATEMENT:

Applicants for appointment to this position will be required to submit a formal application and may be subject to rating of education and experience, oral interview and/or reference check, background investigation, criminal history check, drug testing. Job related tests may be required of any applicant.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of those specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee as is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYMENT CATEGORY:

Grade:

Points:

Revision History:

Chisago County Request For Board Action

Meeting Date: March 17, 2021	Item Number: 16
Title of Item for Consideration: Report and Recommendations from the March 9, 2021 Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance Committee	Department: County Board of Commissioners
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its Committees or individual members.	
Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its March 9th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions: <u>2022-2026 Transportation Improvement Plan:</u> The B/F Committee received the recommended 2022-2026 TIP from County Engineer Joe Triplett to discuss the costs and funding of the projects. The TIP, by consensus, was moved to the Road and Bridge Committee at the March 17th, 2021 meeting. <u>Center City Public Works Office:</u> The B/F Committee received and discussed the invoice from quote from Honeywell to replace the HVAC system in the Center City Public Works Offices. The 2021 Capital Improvement Plan budgeted \$60,000 for the replacement system, however the quote is \$36,000 more than the budget. The Committee, by consensus, moved this item until the April 2021 Budget and Finance Committee. Attachment(s): - Wheelage Tax and Local Option Sales Tax Totals to Date - Current Debt Schedules - MICA Levy Information	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the March 9th Budget and Finance Report. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion: <i>"Move to accept the March 9th Budget and Finance Report."</i>	
Implications of Action: County Board consideration and approval at tonight's meeting will allow the County to continue with its various financial planning and budgeting activities. Budget/Financial Implications: Tonight's recommended actions may approve certain specific expenditures. Tonight's actions may also have implications for future county budgets. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. Specific legal actions/decisions are subject to final approval as to form by the County Attorney.	

Administrator's Recommendation

Approve

CLB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Annual Wheelage Tax

Average Annual Collection \$558,902

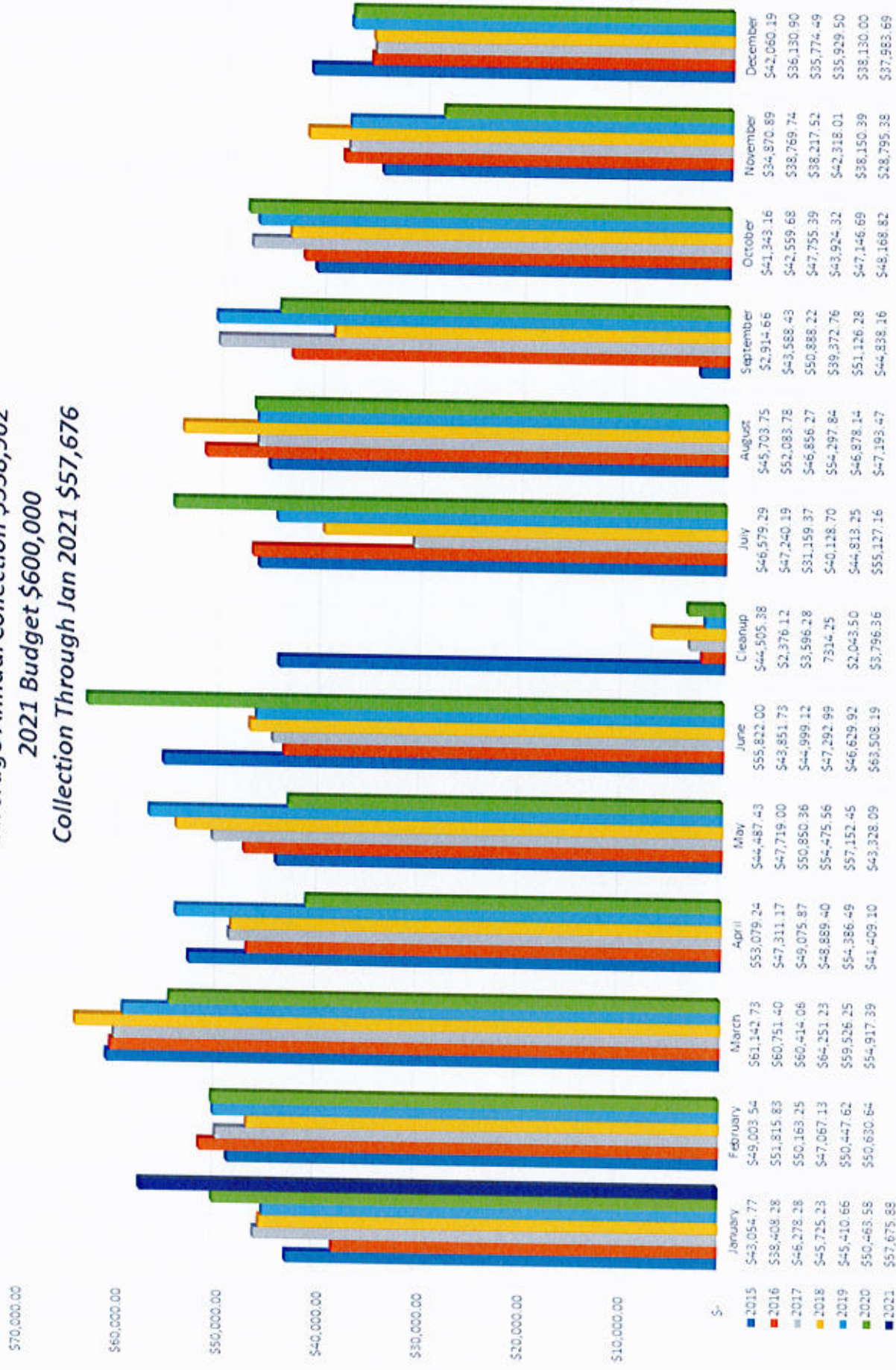


Wheelage Tax

Average Annual Collection \$558,902

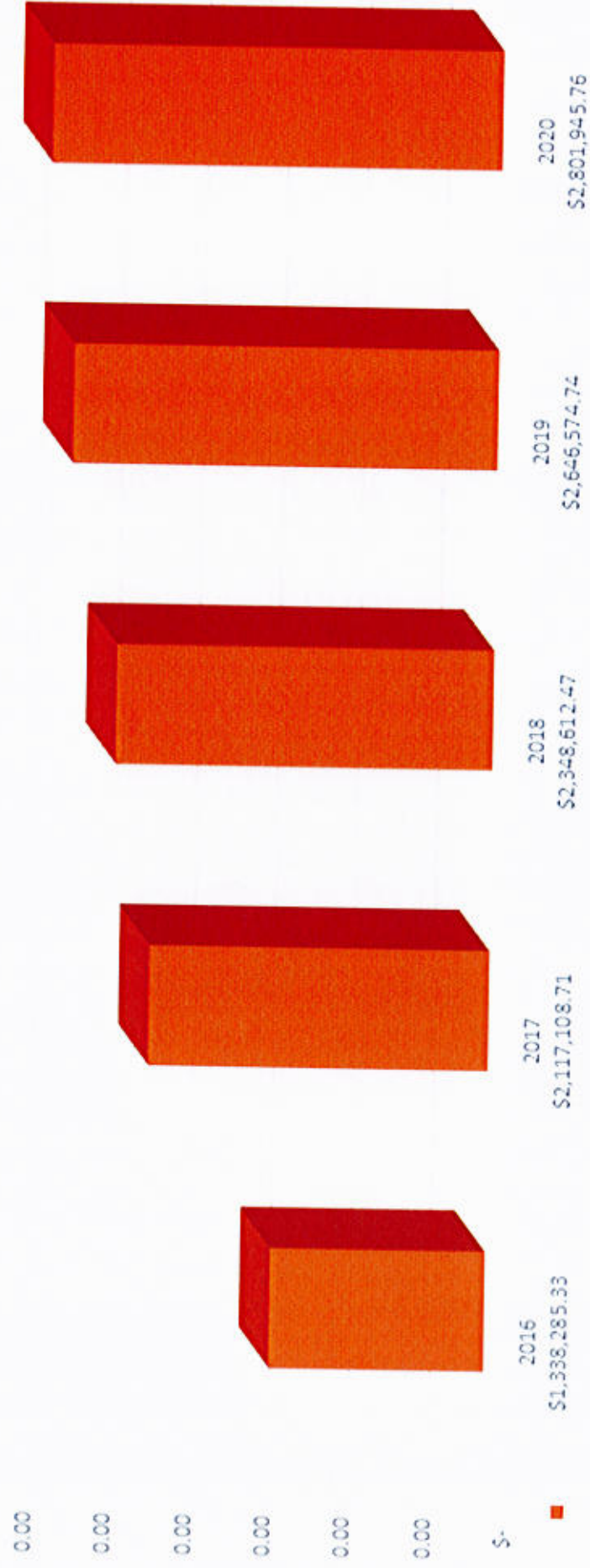
2021 Budget \$600,000

Collection Through Jan 2021 \$57,676



Annual Sales Tax Collection

Average Annual Collection \$2,478,560

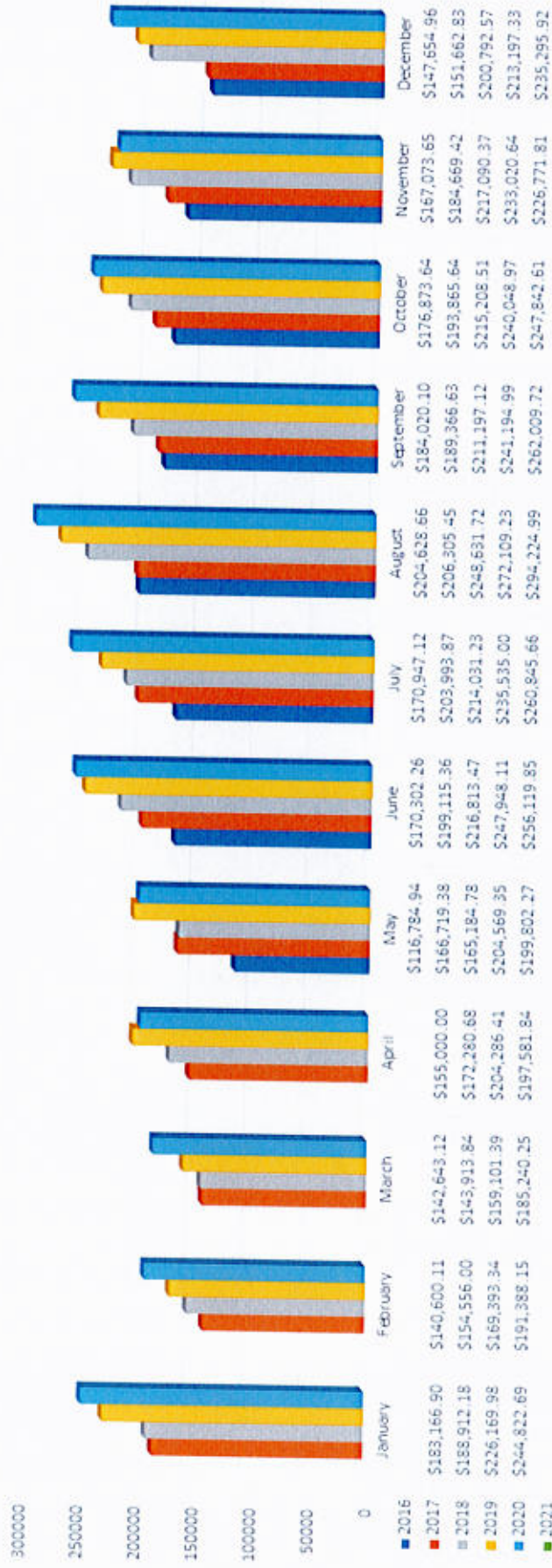


Sale Tax - By Month

Average Annual Collection \$2,478,560

2021 Budget \$2,200,000

Total Collection Through Jan. 2021 \$



57,000,000

Chicago County, Minnesota

Journal of the American College of Obstetricians and Gynecologists
Volume 100, Number 1, January 2005

2017年11月11日

527,436,000

Chicago County, Minnesota

McLafferty, A. and J. S. Matheson, 1983. *Journal of Fish Biology* 23:117-126.

[illegible]

\$19,676.00

Winthrop County, Minnesota

©1997 by American Medical Association

2018 Annual Meeting

10.000.000

Cheng and Family Members

University of California, Irvine
 Center for Continuing Education, Room 100, 701 High

2010-11-15 14:14:14

20-4985-304

4000' 1000' 500'

Crissalga Community, Atlanta 30308
 Gammill & Gammill, Ltd. 404/516-1000 ext. 201/20

WILLIAM SHAW: 914-624-1867, www.Camp7.com

[illegible]

Minnesota Inter-County Association

Member County Levy Trends -- 10 year levy change

COUNTY	10 - Year 2010 -2020 Certified	10 - Year 2011 Certified - 2021 Prelim
Benton	0.7%	1.4%
Blue Earth	40.3%	41.2%
Carver	26.3%	31.0%
Chisago	25.0%	33.7%
Crow Wing	8.5%	15.5%
Dakota	12.6%	11.8%
Olmsted	37.3%	33.9%
Otter Tail	44.0%	39.4%
Rice	52.1%	60.4%
St. Louis	35.5%	36.7%
Scott	29.3%	29.6%
Sherburne	21.0%	25.8%
Stearns	22.4%	20.6%
Washington	33.3%	33.3%
Winona	13.7%	14.7%

Minnesota Inter-County Association

Comparison of 2021 Certified County Levy Growth, County Rank

	Percent Change from 2020 Final Levy	2021 Percent Change County Rank (1 = Largest)		Percent Change from 2020 Final Levy	2021 Percent Change County Rank (1 = Largest)
AITKIN COUNTY	2.0%	49	MARSHALL COUNTY	2.0%	48
ANOKA COUNTY	0.0%	73	MARTIN COUNTY	2.8%	31
BECKER COUNTY	2.8%	33	MEEKER COUNTY	2.9%	28
BELTRAMI COUNTY	4.8%	9	MILLE LACS COUNTY	3.0%	20
BENTON COUNTY	0.5%	72	MORRISON COUNTY	2.4%	39
BIG STONE COUNTY	0.0%	74	MOWER COUNTY	0.5%	71
BLUE EARTH COUNTY	1.5%	56	MURRAY COUNTY	1.9%	52
BROWN COUNTY	2.0%	45	NICOLLET COUNTY	3.0%	25
CARLTON COUNTY	2.0%	46	NOBLES COUNTY	1.1%	66
CARVER COUNTY	2.4%	41	NORMAN COUNTY	2.9%	30
CASS COUNTY	0.9%	70	OLMSTED COUNTY	0.0%	80
CHIPPEWA COUNTY	1.5%	60	OTTER TAIL COUNTY	2.7%	34
CHISAGO COUNTY	7.0%	2	PENNINGTON COUNTY	1.5%	58
CLAY COUNTY	4.8%	10	PINE COUNTY	3.0%	22
CLEARWATER COUNTY	1.4%	61	PIPESTONE COUNTY	1.0%	68
COOK COUNTY	3.0%	26	POLK COUNTY	2.9%	29
COTTONWOOD COUNTY	3.0%	21	POPE COUNTY	-3.0%	87
CROW WING COUNTY	5.0%	8	RAMSEY COUNTY	0.0%	81
DAKOTA COUNTY	0.0%	75	RED LAKE COUNTY	5.5%	5
DODGE COUNTY	2.0%	44	REDWOOD COUNTY	4.6%	11
DOUGLAS COUNTY	2.5%	36	RENNVILLE COUNTY	2.0%	47
FARIBAUT COUNTY	2.5%	38	RICE COUNTY	5.5%	4
FILLMORE COUNTY	2.9%	27	ROCK COUNTY	2.5%	35
FREEBORN COUNTY	2.4%	40	ROSEAU COUNTY	15.0%	1
GOODHUE COUNTY	2.8%	32	ST. LOUIS COUNTY	1.5%	59
GRANT COUNTY	3.5%	14	SCOTT COUNTY	2.0%	50
HENNEPIN COUNTY	0.0%	76	SHERBURNE COUNTY	3.5%	16
HOUSTON COUNTY	-0.2%	86	SIBLEY COUNTY	3.5%	15
HUBBARD COUNTY	0.0%	77	STEARNS COUNTY	1.2%	63
ISANTI COUNTY	5.7%	3	STEELE COUNTY	2.2%	43
ITASCA COUNTY	0.0%	78	STEVENS COUNTY	0.0%	82
JACKSON COUNTY	1.8%	54	SWIFT COUNTY	1.0%	67
KANABEC COUNTY	1.8%	53	TODD COUNTY	2.2%	42
KANDIYOHI COUNTY	1.2%	64	TRAVERSE COUNTY	3.3%	18
KITTSOON COUNTY	3.4%	17	WABASHA COUNTY	0.0%	83
KOOCHICHING COUNTY	0.0%	79	WADENA COUNTY	3.7%	13
LAC QUI PARLE COUNTY	1.8%	55	WASECA COUNTY	2.0%	51
LAKE COUNTY	1.3%	62	WASHINGTON COUNTY	0.0%	85
LAKE OF THE WOODS CO	3.0%	23	WATONWAN COUNTY	3.0%	24
LE SUEUR COUNTY	4.0%	12	WILKIN COUNTY	1.5%	57

LINCOLN COUNTY	1.0%	69	WINONA COUNTY	0.0%	84
LYON COUNTY	1.1%	65	WRIGHT COUNTY	5.0%	6
MCLEOD COUNTY	2.5%	37	YELLOW MEDICINE COUN	3.2%	19
MAHNOMEN COUNTY	5.0%	7	STATEWIDE	1.3%	

Completed 03/02/2021

Minnesota Inter-County Association

Comparison of 2021 Certified County Levies Per Capita

	2021 Certified Levy Per Capita	2021 Certified Levy Per Capita Rank	2020 Final Levy Per Capita Rank		2021 Certified Levy Per Capita	Rank for 2021 Prelim Levy Per Capita	Rank for 2020 Final Levy Per Capita
AITKIN COUNTY	\$981	15	15	MARSHALL COUNTY	\$747	44	43
ANOKA COUNTY	\$396	85	85	MARTIN COUNTY	\$891	25	24
BECKER COUNTY	\$653	63	63	MEEKER COUNTY	\$667	61	62
BELTRAMI COUNTY	\$552	75	76	MILLE LACS COUNTY	\$684	54	58
BENTON COUNTY	\$494	80	79	MORRISON COUNTY	\$586	69	67
BIG STONE COUNTY	\$1,070	9	9	MOWER COUNTY	\$566	72	71
BLUE EARTH COUNTY	\$577	70	68	MURRAY COUNTY	\$972	17	16
BROWN COUNTY	\$559	74	73	NICOLLET COUNTY	\$689	53	55
CARLTON COUNTY	\$801	35	34	NOBLES COUNTY	\$676	57	56
CARVER COUNTY	\$564	73	72	NORMAN COUNTY	\$1,112	8	8
CASS COUNTY	\$787	38	36	OLMSTED COUNTY	\$670	60	54
CHIPPEWA COUNTY	\$959	18	17	OTTER TAIL COUNTY	\$744	45	45
CHISAGO COUNTY	\$748	43	49	PENNINGTON COUNTY	\$756	42	40
CLAY COUNTY	\$568	71	74	PINE COUNTY	\$675	58	61
CLEARWATER COUNTY	\$923	21	22	PIPESTONE COUNTY	\$802	34	33
COOK COUNTY	\$1,955	1	1	POLK COUNTY	\$793	37	37
COTTONWOOD COUNTY	\$1,016	14	14	POPE COUNTY	\$815	30	27
CROW WING COUNTY	\$632	64	64	RAMSEY COUNTY	\$598	66	65
DAKOTA COUNTY	\$334	87	87	RED LAKE COUNTY	\$797	36	39
DODGE COUNTY	\$733	47	47	REDWOOD COUNTY	\$891	24	26
DOUGLAS COUNTY	\$763	40	41	RENVILLE COUNTY	\$1,044	12	12
FARIBAUT COUNTY	\$882	26	25	RICE COUNTY	\$445	82	83
FILLMORE COUNTY	\$547	76	75	ROCK COUNTY	\$678	56	59
FREEBORN COUNTY	\$833	28	29	ROSEAU COUNTY	\$541	77	81
GOODHUE COUNTY	\$816	29	32	ST. LOUIS COUNTY	\$740	46	44
GRANT COUNTY	\$1,231	4	5	SCOTT COUNTY	\$489	81	80
HENNEPIN COUNTY	\$679	55	52	SHERBURNE COUNTY	\$537	78	77
HOUSTON COUNTY	\$666	62	57	SIBLEY COUNTY	\$1,063	11	11
HUBBARD COUNTY	\$719	48	46	STEARNS COUNTY	\$523	79	78
ISANTI COUNTY	\$599	65	70	STEELE COUNTY	\$708	50	50
ITASCA COUNTY	\$913	23	20	STEVENS COUNTY	\$810	32	30
JACKSON COUNTY	\$1,120	7	7	SWIFT COUNTY	\$1,221	5	4
KANABEC COUNTY	\$778	39	38	TODD COUNTY	\$674	59	60
KANDIYOHI COUNTY	\$806	33	31	TRAVERSE COUNTY	\$1,844	2	2
KITTSOON COUNTY	\$953	19	19	WABASHA COUNTY	\$717	49	48
KOOCHICHING COUNTY	\$370	86	86	WADENA COUNTY	\$704	51	53
LAC QUI PARLE COUNTY	\$929	20	21	WASECA COUNTY	\$915	22	23
LAKE COUNTY	\$1,065	10	10	WASHINGTON COUNTY	\$440	83	82
LAKE OF THE WOODS COU	\$759	41	42	WATONWAN COUNTY	\$974	16	18

LE SUEUR COUNTY	\$813	31	35	WILKIN COUNTY	\$1,367	3	3
LINCOLN COUNTY	\$1,033	13	13	WINONA COUNTY	\$399	84	84
LYON COUNTY	\$595	68	66	WRIGHT COUNTY	\$596	67	69
MCLEOD COUNTY	\$699	52	51	YELLOW MEDICINE COUN	\$1,162	6	6
MAHNOMEN COUNTY	\$876	27	28	STATEWIDE	\$614		

Completed 03/02/2021

**Budget History
2017-2021**

	EXPENDITURES					REVENUES				
	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget
Revenue Fund										
Board of Commissioners	278,083	299,561	317,556	303,950	436,353	-	-	-	-	-
County Admin	618,493	650,250	653,789	655,593	617,645	-	-	-	-	-
Central Service	61,130	60,130	76,750	104,750	104,750	5,000	6,000	7,500	7,500	7,500
Other General Govt	1,514,873	1,153,650	1,061,842	1,058,842	1,182,000	31,000	15,100	10,100	12,600	12,600
Contingency	83,988	219,428	85,680	150,000	-	1,396,904	2,233,124	2,223,124	2,409,056	2,445,366
Assessor	811,594	865,282	913,175	944,311	930,442	-	-	-	-	-
Auditor-Treasurer	866,122	892,531	950,643	997,760	977,530	-	-	-	-	-
County Attorney	1,561,036	1,685,990	1,955,797	1,956,332	1,912,230	49,700	50,900	51,200	61,200	61,200
Law Library	30,000	30,000	34,953	43,311	40,216	143,800	143,800	143,800	143,800	123,800
District Courts	137,000	154,000	215,500	215,500	216,500	30,000	30,000	35,000	40,000	40,000
Planning & Zoning	967,269	999,902	1,048,589	1,042,511	1,078,522	83,400	83,000	76,000	76,000	76,000
Parks	278,695	283,957	309,118	325,564	363,185	711,402	858,502	881,002	901,043	921,043
Park Acquisition	1,546,259	690,000	1,383,000	1,390,520	431,580	25,000	22,500	27,500	21,000	30,000
Water Quality	58,193	59,434	47,042	81,399	112,643	1,405,690	621,000	1,244,000	1,244,000	300,570
Wetland	94,618	98,568	102,736	104,723	128,101	15,243	15,243	17,743	49,543	31,743
Watercraft Inspection	182,292	258,242	253,837	254,347	255,347	27,700	27,700	27,700	27,700	27,700
HHW Score	546,541	571,226	617,510	594,844	945,865	183,739	258,242	253,837	263,837	253,837
Data Processing/Enterprise Services	4,436,545	4,629,913	4,811,635	5,087,436	5,437,727	449,056	475,045	492,500	556,010	852,756
Maintenance	508,442	561,022	559,976	812,597	968,169	503,600	515,580	540,500	577,265	370,229
Sheriff	5,259,155	5,870,418	6,282,013	6,423,774	6,994,503	1,563,500	1,618,720	1,681,720	1,741,160	1,811,860
Coroner	132,690	135,913	134,191	135,408	136,869	-	-	-	-	-
Jail	4,031,466	3,699,792	4,354,779	4,253,587	4,479,464	164,300	144,000	129,900	129,900	126,500
Emergency Management	131,835	118,447	121,956	125,208	154,195	86,223	80,500	80,500	80,500	80,500
Sentences to Serve	60,266	63,881	66,117	71,310	71,310	-	-	-	-	-
Public Safety Bldg	137,000	137,000	137,000	137,000	137,000	-	-	-	-	-
E911	967,027	1,067,852	1,048,969	1,145,845	1,193,928	137,000	137,000	137,000	137,000	137,000
Probation	556,433	569,150	376,190	385,075	367,432	392,597	421,697	449,197	454,197	429,797
Recorder	300,700	558,650	307,000	307,000	307,000	471,000	478,800	478,800	478,800	490,081
Non-County Self Ins	200,000	180,211	180,211	180,211	195,180	300,000	465,000	300,000	300,000	300,000
Economic Dev	25,000	25,875	27,500	28,500	28,500	89,964	-	-	-	-
Historical Society	560,783	572,116	621,401	656,735	657,540	-	-	-	-	-
Library	12,500	15,000	15,000	16,000	16,000	-	-	-	-	-
Ag Society	125,200	129,175	131,500	134,900	133,500	12,575	12,575	5,000	5,000	-
County Extension	414,924	804,900	589,749	551,420	551,420	302,924	691,400	516,249	566,400	566,400
Soil & Water	640,704	94,000	110,000	115,000	115,000	588,049	-	-	-	-
Heartland	4,966,598	5,447,568	4,931,095	4,918,900	4,918,492	18,069,136	18,575,057	19,955,840	20,822,786	22,620,448
Other General Govt Levy	175,000	175,000	175,000	100,000	-	1,069,780	1,351,175	898,925	873,925	873,925
Debt	2,173,708	2,250,290	2,262,802	2,262,802	2,631,752	3,896,818	4,096,393	4,032,170	4,044,975	4,044,567
Debt Levy	240,000	255,286	205,541	299,404	299,404	175,000	175,000	175,000	100,000	-
Capital Buildings	240,000	255,286	205,541	299,404	299,404	2,186,208	2,262,790	2,275,302	2,262,802	2,531,752
Capital Bldgs Levy	240,000	255,286	205,541	299,404	299,404	75,000	75,000	75,000	75,000	75,000
Capital Equipment	240,000	255,286	205,541	299,404	299,404	7,500	7,500	7,500	7,500	7,500
Capital Equip Levy	240,000	255,286	205,541	299,404	299,404	232,500	232,500	256,541	259,404	291,904
UD	35,691,562	36,343,810	37,621,023	38,817,352	39,876,576	35,471,008	36,180,843	37,476,278	38,665,041	39,876,576
Health & Human Services Fund										
Veterans Services	202,393	180,570	189,262	208,458	218,496	25,000	22,500	22,500	22,500	19,000
Veterans Svc Levy	3,659,467	3,513,914	3,496,192	3,641,426	3,811,779	177,393	158,070	166,762	185,958	199,486
Income Maintenance	7,775,328	7,909,416	8,813,495	9,680,362	9,849,478	2,173,079	2,258,458	2,279,859	2,299,959	2,255,900
Income Maint Levy	1,907,443	1,728,441	1,872,401	2,112,286	2,099,622	1,486,368	1,225,456	1,218,519	1,452,655	1,555,879
Social Services	1,907,443	1,728,441	1,872,401	2,112,286	2,099,622	4,704,081	4,500,855	4,627,676	4,581,561	4,768,343
Social Svc Levy	1,907,443	1,728,441	1,872,401	2,112,286	2,099,622	2,971,247	3,408,561	4,098,828	4,984,274	5,081,435
Public Health	1,907,443	1,728,441	1,872,401	2,112,286	2,099,622	1,225,145	385,947	1,092,065	1,114,413	1,075,231
Public Health Levy	1,907,443	1,728,441	1,872,401	2,112,286	2,099,622	682,298	741,494	865,141	1,001,182	1,024,391
HHS Subtotal	13,544,631	13,332,341	14,371,350	15,642,532	15,979,365	13,444,631	13,332,341	14,371,350	15,642,532	15,979,365
Road & Bridge Fund										
Surveyor	215,256	231,429	147,750	152,876	156,972	6,500	14,500	14,500	14,500	14,500
Highway Admin	389,331	395,353	414,506	423,641	434,720	15,116	17,616	17,616	17,616	22,616
Highway Engineering	1,056,604	1,264,987	1,430,490	1,690,788	1,570,979	1,250	1,000	1,000	1,000	1,000
Highway Construction	7,502,302	11,355,000	9,425,000	11,205,178	8,600,000	5,367,300	9,375,000	7,175,000	9,195,178	6,275,000
Highway Maintenance	4,086,427	3,693,428	4,007,395	4,090,561	4,459,580	3,085,000	3,131,000	3,180,000	3,180,000	3,058,000
Equipment Maintenance	983,820	1,118,355	1,062,212	1,081,924	1,132,231	5,750	5,000	10,000	10,000	5,000
Traffic Operations	500,136	510,510	510,510	518,645	542,727	-	-	-	-	-
Highway Levy	14,233,738	18,558,658	16,997,863	19,163,613	16,907,669	5,762,822	6,014,572	6,599,748	6,745,319	7,531,553
Road & Bridge Subtotal	14,233,738	18,558,658	16,997,863	19,163,613	16,907,669	14,233,738	18,558,658	16,997,864	19,163,613	16,907,669
GRAND TOTAL	63,469,931	68,234,839	68,990,236	73,623,497	72,763,610	63,149,377	68,071,872	68,845,492	73,491,186	72,763,610

Use of Fund Balance
Non-Levy Revenues
Levy Revenues
Levy Increase

320,554	162,967	144,741	132,313	-
29,620,775	33,369,769	31,401,943	33,894,633	30,413,949
33,528,602	34,702,103	37,443,552	39,596,553	42,349,661
3.5%	7.90%	5.76%	6.95%	

Chisago County Request For Board Action

Meeting Date: March 17, 2021

Item Number: 17

Title of Item for Consideration: Service Agreement with Resource Training and Solutions

Action Requested by: Robert Benson, Director

Department: Health & Human Services

Previous Action on this Matter: None.

Background: Resource and Training Solutions provides guardianship/conservatorship services to eligible clients, who require assistance with decision making that is in the individual's best interest. These services will aide in the prevention of abuse, exploitation or self-neglect by advocating for the individual in regards to decisions regarding where to reside, personal, medical and financial affairs. Be advised guardian/conservators are expected to be utilized in unique situations whereby case management service, care teams, or supportive others are not available, and there is a service outcome desired.

In many cases the Department expects to enact a collection action concurrent to the purchase of guardian /conservator services on behalf of the data subject. This contract is for casework originating in the Health and Human Services Department only.

Attachment(s):

- Purchase of Service Agreement between Resource and Training solutions and Chisago County through December 31st 2021.

Action Requested/Recommended: The County Board is respectfully requested to approve the Purchase of Service Agreement between Resource and Training Solutions and Chisago County as part of tonight's Consent Agenda. The following motion is suggested:

"Move to approve the Purchase of Service Agreement between Resource and Training solutions and Chisago County."

Implications of Action: Approval will allow Chisago County Health & Human Services to obtain guardianship/conservatorship services for eligible clients from Resource and Training Solutions.

Budget/Financial Implications: Budgeted, levy dollars

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.

Administrator's Recommendation

Approve

CLS

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

PURCHASE OF SERVICE AGREEMENT

This Agreement, made and entered into by and between Chisago County, referred to as the "County" and Resource Training and Solutions, hereafter referred to as the "Provider," enter into this agreement for the period from April 1, 2021 to December 31, 2021.

WITNESSETH

WHEREAS, the County has identified a need for Guardianship/Conservator services for persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who have demonstrated deficits in behavior which evidence an inability to meet personal needs for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the person's estate or financial affairs, have demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs.

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01-252A.21; and

WHEREAS, the County wishes to purchase such program services from the Provider;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and the Provider agree as follows:

1. TERM:

- a. The term of this Agreement shall be from April 1 through December 31st 2021. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve the County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

2. SERVICES:

- a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, the Counties agree to purchase and the Provider agrees to deliver Guardianship and Conservatorship services.

3. COST AND DELIVERY OF PURCHASED SERVICES:

- a. The amount paid for service will be billable at \$220 per month per client served.
- b. The Provider is responsible for all costs incurred in the provision of service, including mileage.
- c. Services will be provided in the community or home of the ward or conservatee, or at the office of the Provider.

4. ELIGIBILITY FOR SERVICES:

- a. The County shall determine eligibility for wards or conservatees under the terms of this agreement.
- b. Provider will be reimbursed only in cases where the County has requested and the Court has appointed, the Provider to act as guardian or conservator.

5. INDIVIDUALIZATION:

- a. The amount, frequency and duration of purchased services shall be provided in accordance with the client's Individual Service Plan and Service Agreement, and shall be directed towards each client's achievement of Service Plan goals.

6. PAYMENT FOR SERVICE:

- a. Unless otherwise requested by the County, in cases where the County is the County of Financial Responsibility, the Provider shall, within thirty (30) working days, but in no event more than 120 calendar days, following the last day of each calendar month in which services were provided, submit Vendor's Service Vouchers or invoices for individuals for whom service was provided. This voucher or invoice will reflect the monthly cost less any fees collected from the individual's income.
- b. The County shall make payment to the Provider within thirty (30) days of receipt of the voucher or invoice.

7. RECORDS:

- a. The Provider shall maintain such records and provide the County with financial, statistical and service reports as the County may require for accountability.
- b. The Provider agrees to cooperate in evaluative and/or outcome efforts as required by the County as indicated in Attachment A.

8. INDEPENDENT CONTRACTOR:

- a. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County; and the Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation,

tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

- b. It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venture, or an association with the County. And nor shall the Provider, its employees, agents, and representatives be considered employees, agents and representatives of the County.

9. PROVIDER STANDARDS AND LICENSES:

- a. The Provider shall ensure that all employees are qualified to carry out the duties of Guardian/Conservator, have cleared a background check and possess a valid Minnesota Driver's License.
- b. The Provider will annually perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation.
- c. Provider will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- d. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- e. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a, b, c as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

10. SAFEGUARD OF CLIENT INFORMATION:

- a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.
- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of the County or Provider's responsibility with respect to the Purchased Services hereunder is

prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

- d. The name of the individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be provided to the County.
- e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of the County including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of OCCS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

11. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION:

- a. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.
- b. The Provider adheres to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

12. CONFLICT OF INTEREST:

- a. Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

13. CONTRACT DISPUTES:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the County. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the County a written appeal. The decision of the County for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.
- b. This disputes clause does not preclude consideration of questions of law.

14. FAIR HEARING AND GRIEVANCE PROCEDURES:

- a. The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

15. INDEMNIFICATION:

- a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
 1. By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or

2. By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
 3. By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity they may have by statute or common law.

16. INSURANCE:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
- ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
 - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
 - ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
- b. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to the County. If the certificate is not received by the expiration date, the County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
- c. The County reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- d. Failure by the Provider to maintain insurance coverage as set forth in this Section 16 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

17. INDEPENDENT CONTRACTOR:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint venture, or an association with the

County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.

- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

18. SUBCONTRACTING:

- a. The Provider shall not enter into any subcontract for performance of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written consent of the County. All subcontracts shall be in writing and shall comply with all County requirements, state requirements, and applicable law. At any time, the County may require a complete listing of all subcontractors and/or copies of subcontracts for the purpose of fulfilling its obligations under the terms of this Agreement. Provider shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. In addition, the Provider shall be legally responsible to the County for the acts and omissions of any subcontractors and persons either directly or indirectly employed by them and ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.
- b. The Provider must ensure that any and all subcontracts to provide services under this contract must contain the following language:
 - 1. "The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate relief in law or equity, including but not limited to rescission,

damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the Provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity."

19. MODIFICATION OF AGREEMENT:

- a. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

20. TERMINATION:

- a. This agreement may be terminated by either party, with or without cause, upon 60 days written notice to the other party. Cancellation of the agreement by the Agency does not relieve the Provider of duties imposed by court order.

21. MISCELLANEOUS:

- a. The Provider acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as third-party beneficiary, is an affected party under this agreement. The Provider specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or performance of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the Minnesota Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the agreement of any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

22. ENTIRE AGREEMENT:

- a. It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the County and the Provider have executed this Contract.

DATED:

BY:
NAME:
TITLE:
Resource Training & Solutions

DATED:

BY:
NAME:
TITLE:
Chisago County

Attachment A

The Provider will assure that services rendered hereunder are provided in compliance with all state and federal laws pertaining to the provision of guardianship and/or conservatorship services including but not limited to MN Statute 524.5-101 to 524.5-502, MN Statute 626.557, and MN Statute 245.94 Subd. 2 Office of the Ombudsman for Mental Health, Mandatory Reporting.

Fundamental Requirements

The Provider will fulfill all court related guardianship and/or conservatorship responsibilities and provide all required legal notices to the court and individual for whom they are providing services, including but not limited to: the annual well-being report (guardianship) or annual account of assets (conservatorship) for each client it serves and file it with the court.

The Provider agrees to maintain, at all times during the term of this contract, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated as required under MN Statute 524.5-118 and 245C.32. Background studies will be supplied to the County and Court upon written request.

The Provider agrees to inform the Provider of the following, related to it or its employees immediately: any allegation and/or investigation by government agency of fraud or criminal wrongdoing, and concerns that may impact the well-being of the individual being served.

The Provider must petition the Court and receipt Court approval for any changes to services to a new provider as well as temporary delegation of guardianship power to another guardian during leaves of absence. The Provider agrees to communicate all petitions for changes in status to the County. If the status change is approved, the Provider must ensure new provider has access to all client information and accounts. Anyone entrusted with guardianship/conservatorship responsibilities must comply with the requirements outlined in this Attachment A.

The Provider will accurately and timely report all vulnerable adult and child protection concerns.

The Provider will report the death of an individual served to the State Ombudsman.

The Provider will make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations. The Provider will utilize interpreter services anytime they work with an individual who has demonstrated the need for such services to ensure informed consent and ethical information sharing is maintained. The contractor will be responsible for all costs associated with interpreter services.

The Provider will, unless otherwise specified, secure all fees, charges, duties, certifications, and other requirements necessary for the execution and completion of this Agreement.

The Provider will have policies and procedures for quality assurance, monitoring, and audit processes in place and be willing and available to respond to any compliance request made by the County.

Client Specific Services

The Provider will ensure Guardianship and Conservatorship services will improve the overall quality of life for clients and encourage clients to exercise all rights that are not restricted by court order.

The Provider must accept referrals from the County up to maximum capacity unless the Provider and the County agree it would be detrimental for the person being provided services.

The Provider shall document all client contacts in the client's case file.

The Provider shall review its client roster at least once per quarter to determine if a client is eligible for restoration. The Provider shall work on a plan for restoration for a client who is eligible.

Service Description

The services provided to clients must include the components below and must meet the standards described in applicable MN State statutes and rules:

- Contact and Service Provision:

- The Provider must provide quality services focused on Minnesota's Olmstead Plan.
- Face to face contact with clients is expected minimally every 6 months. More frequent visits are strongly encouraged.
- Telephone or electronic communication is expected with client/informal or formal support at least monthly.
- Return all calls or emails promptly.
- Meet with the client at preferred location including client residence, community setting, or county location.
- Assist client to attain needed services to enhance their well-being and life circumstances, which may include but is not limited to securing safe permanent housing, ensure finances are appropriately monitored, medical/personal needs are addressed, etc.
- Have a plan in place to respond to emergency needs of the individual, such as urgent medical appointments or hospitalizations.
- Coordinate Limited English Proficiency (LEP) and sign language interpreter services as needed to ensure quality communication.
- Adhere to all state and federal laws pertaining to provision of guardianship/conservatorship services.

- Meetings/Paperwork:

- Assist client with timely completion of benefit renewal paperwork.
- Attend county assessments (MnCHOICES, etc.).
- Attend team meetings and service planning meetings.
- Attend all civil and probate court hearings.
- Provide all required reports and documentation to the Court.
- Provide all required guardianship and/or conservatorship documents to the client.

Audits and Reviews

Both regularly scheduled and random reviews of caseloads will be conducted on an ongoing basis to assure quality control.

- Bi-Annual review of 15% of cases under guardianship and/or conservatorship to assure the following are in compliance and meet agency standards:
 - Face-to-face contacts
 - Written, electronic and telephone contacts
 - Collateral contacts
 - Report quality and timeliness
 - Chronological case records
 - Court hearings
 - Application and adherence to policies, procedures, statutes and rules
 - Quality control
 - Asset management and controls
- Annual review of 30% of cases under guardianship and/or conservatorship to address one randomly selected case element.
 - Unscheduled case reviews as needed.
 - Annual satisfaction surveys will be conducted with all persons under guardianship, their family and the social services agency.

Chisago County 2020

Total Cases: 437

Total Autopsies: 24

Natural Deaths

- 396 jurisdiction declined
 - 202 hospice deaths
- 15 jurisdiction assumed
- Six autopsies, including
 - A 2-month old male who died of meningitis with sepsis
 - An intrauterine fetal demise with maternal methamphetamine use
 - Other death classifications: cancer; cardiovascular; chronic alcoholism; and infectious.

Motor Vehicle Accident

- Three motor vehicle fatalities (six in 2019)
 - Both a 20-year-old woman and a 25-year-old man died in a crash associated with huffing
 - A 49-year old woman was the driver of a truck struck from behind by another vehicle

Non-Motor Vehicle Accident

- Seven deaths due to substance abuse (three more than 2019)
 - Four males; three females
 - Aged 20 to 62 years
 - Substance incidence
 - Mixed prescriptions
 - Three cases
 - One with high blood alcohol
 - Methamphetamine (2)
 - Fentanyl (2)
 - Cocaine

- Nitrous oxide (huffing)
- Seven people, aged 81 to 102 years, died from complications of falls from standing/sitting/bed height.
- A 73-year-old woman died in a house fire

Suicide

- Six deaths (same as 2019)
- Four males and two females
- Age range: 27 to 96 years
- Four deaths due to gunshot wounds

Homicide

- A 28-year-old man was stabbed by other(s)

Bones

- Found bones were examined and deemed non-human

Cremations

- 363 cremations were approved

Chisago County Request For Board Action

Meeting Date: March 17, 2021	Item Number: 19
Title of Item for Consideration: Chisago Lakes Joint Sewage Treatment Commission Loan Application	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: On March 18th, 2020, the Chisago County Board approved via resolution the Chisago Lakes Joint Sewage Treatment Commission to incur debt for the 2020 Corridor Lift Station improvements. On March 3rd, 2020, the Chisago County Board of Commissioners authorized the CLJSTC to incur debt.	
Background: The Chisago Lakes Joint Sewage Treatment Commission (CLJSTC) is in the process of applying for a loan from the MN Public Facilities Authority (PFA) to finance Corridor Lift Station improvements in the spring of 2021. On March 18th, 2020 the Chisago County Board of Commissioners authorized the application of the CLJSTC to apply for the Corridor LS Improvements loan of \$792,000. Chisago County, a member of the CLJSTC, must pass a resolution authorizing the CLJSTC to incur debt. All members of the CLJSTC must pass the resolution for the loan of \$850,000 for the Andrews LS Improvements (#5) and the Chisago City Main LS Improvements (#4).	
Attachment(s): • Resolution	
Action Requested/Recommended: The County Board is respectfully requested to approve the resolution authorizing the Chisago Lakes Joint Sewage Treatment Commission to incur debt for the 2021 Corridor Life Station Improvements. The following motion is suggested: <i>"Move to approve the Resolution Authorizing the Chisago Lakes Joint Sewage Treatment Commission To Issue, Sell And Deliver A Not To Exceed \$850,000 General Obligation Revenue Note, Series 2021A."</i>	
Implications of Action: By approving the resolution, the CLJSTC will be able to incur debt for the 2021 Corridor Lift Station Improvements.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	

Administrator's Recommendation

Approve

CLS

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**Chisago County
Board of Commissioners**

**CLJSTC ISSUE, SELL AND DELIVER A NOT TO
EXCEED \$850,000 GENERAL OBLIGATION REVENUE
NOTE, SERIES 2021A**

**RESOLUTION NO. 21/0317-X
RESOLUTION AUTHORIZING THE CHISAGO LAKES JOINT
SEWAGE TREATMENT COMMISSION TO ISSUE, SELL AND
DELIVER A NOT TO EXCEED \$850,000 GENERAL OBLIGATION
REVENUE NOTE, SERIES 2021A**

BE IT RESOLVED, by the Board of Commissioners of Chisago County, Minnesota, a member of the Chisago Lakes Joint Sewage Treatment Commission (the "Member") as follows:

Section 1. Statutory Authority. Pursuant to authority contained in the Laws of Minnesota 2001, Chapter 214, Section 47 (the "Enabling Act") and Minnesota Statutes, Sections 444.075, 115.46 and Chapter 475, the Chisago Lakes Joint Sewage Treatment Commission (the "Issuer") is authorized to issue its general obligation bonds or notes for the purpose of financing the cost of capital improvements to the Issuer's sewer system. Pursuant to authority contained in the Enabling Act, each member of the Issuer must pass adopt a resolution authorizing the Issuer to issue and sell its bonds.

Section 2. Project. The Issuer intends to construct sanitary sewer system improvements within the Issuer's jurisdiction.

Section 3. Authorization. The Member authorizes the Issuer to issue and sell the Issuer's not to exceed \$850,000 General Obligation Revenue Note, Series 2021A, of which the principal of and interest on the Note shall be paid primarily from net revenues derived from the operation of the Issuer's sewer system.

Chisago County Request For Board Action

Meeting Date: March 17, 2021		Item Number: 20	
Title of Item for Consideration: City of Saint Paul Mutual Aid Agreement			
Action Requested by: Sheriff Brandon Thyen		Department: Sheriff's Office	
Previous Action on this Matter None.			
Background: This is a Mutual Aid Agreement between the Sheriff's Office and City of Saint Paul for mutual aid services through 2026. This agreement will allow each agency the ability to furnish law enforcement personnel assistance, equipment, supplies, and related resources in an emergency.			
Attachment(s): City of Saint Paul Mutual Aid Agreement			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Mutual Aid Agreement with the City of St. Paul. The suggested motion is as follows: <i>"Move to approve the Mutual Aid Agreement the City of St. Paul."</i>			
Implications of Action: Either agency will be able to assist one another in emergency situations to protect the public peace and safety, and to preserve the lives and property of people in each jurisdiction.			
Budget/Financial Implications: Each political subdivision will be responsible for its own costs and compensation for any assistance arising from any emergency that may occur during the term of the agreement. This agreement also explains compensation that may occur from other compensation resources if available.			
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.			
Administrator's Recommendation			
Approve 		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT ("Agreement") is made effective as of March 1, 2021, by and among the City of Saint Paul and Chisago County, political subdivisions of the State of Minnesota, pursuant to the provisions of Minnesota Statutes §471.59, the Joint Powers Act ("Agreement").

WHEREAS, The Parties (Saint Paul & Chisago County) desire to be prepared to adequately address fire, flood, natural disaster, civil disturbance, or any other Emergency that may occur within the jurisdictions of the Parties; and

WHEREAS, In order to protect the public peace and safety, and to preserve the lives and property of people in each jurisdiction, the Parties (Saint Paul & Chisago County) agree to furnish Assistance to one another in the event of said emergencies.

NOW, THEREFORE, The Parties (Saint Paul & Chisago County) hereby agree to furnish Assistance to each other upon the terms and conditions set forth in this Agreement.

I. Purpose

The general purpose of this Agreement is to enable the Parties (Saint Paul & Chisago County) and their respective law enforcement personnel to come to the aid of each party to this Agreement as permitted in Minnesota Statutes §471.59 and Minnesota Statutes §12.331. This Agreement is limited to the named Parties.

II. Definitions

The capitalized terms in this Agreement shall have the following meanings:

Assistance means the provision of law enforcement personnel, services, equipment, supplies and related resources.

Emergency means any disaster including, but not limited to, a multi-alarm fire; casualty involving the damage, collapse or destruction of private or public infrastructure; accident or incident involving one or more modes of transportation including, but not limited to air, rail, vehicular or watercraft; civil disorder or disturbance; release of contaminants or pollutants, hazardous substances or hazardous waste that necessitates the evacuation of occupants from structures or some defined geographic area; any quarantine or limitation on the movement of persons due to disease or threat to health and safety of the general population; any threat to national security; "Disaster" and "Emergency" as defined in Minnesota Statutes §12.03, subd. 2 & 3, respectively; and "Emergency" or "Major disaster" as defined in 44 CFR Sections 206.2(a)(9) and (17), respectively.

Incident Commander means the ranking peace officer designated by the Requesting Party to be responsible for overseeing the management of Emergency Responders and for the planning, logistics and finances at the field level during an Emergency.

Party means a governmental unit as defined by Minnesota Statutes, §471.59, Subdivision 1. "Parties" shall collectively mean more than one Party.

Providing Party means the entity that provides mutual aid Assistance to the Requesting Party.

Providing Official means the person designated by the Party who is responsible to determine whether and to what extent that Party should provide assistance to the Requesting Party.

Requesting Party means the entity that requests mutual aid Assistance under this Agreement.

Self-Deployment means deploying resources without a request for mutual aid Assistance from a Requesting Party.

State means the State of Minnesota.

III. Assistance

A participating political subdivision may request Assistance (a "Requesting Party") from the other participating subdivision (a "Providing Party") to respond to an Emergency or as a participant in drills or exercises authorized under legislation or this Mutual Aid Agreement. A request for Emergency Assistance shall be made by a Requesting Party to a Providing Party by contacting the Providing Official or his/her designee. Requests may either be verbal or in writing. Any verbal requests will be followed by a written request made by the Requesting Party to the Providing Official or his/her designee as soon as practical or within such period of time as provided by law.

Requests and responses to requests under this Agreement are limited to law enforcement personnel assistance services, equipment, supplies, and related resources.

In the case of an Emergency for which a Requesting Party will seek reimbursement of costs from the Federal Emergency Management Agency (FEMA) or the State of Minnesota, the Requesting Party shall make the request for Assistance to each Providing Party and the Incident Commander shall monitor and oversee the documentation of the performance of Emergency work and the documentation of reasonable and reimbursable costs of a Providing Party in accordance with the FEMA Disaster Assistance Policy and will disburse the federal share of funds owed to a Providing Party.

In response to a request for Assistance under this Agreement, a Providing Party may authorize and direct personnel to provide aid to a Requesting Party. The Providing Party shall provide personnel

who possess the required qualifications along with the equipment and supplies of the Providing Party to the Requesting Party at the discretion of the Providing Party within the scope of the aid deemed necessary by the Requesting Party and the Incident Commander.

IV. Limitations

A Party's decision to provide Assistance in response to, or recovery from, an Emergency, or in authorized drills or exercise is subject to the following conditions:

A.) Party may withhold resources to the extent necessary to provide reasonable protection and services within its own jurisdiction.

B.) Party may recall Assistance at any time in the best interests of that Party.

C.) Emergency response personnel of a Providing Party shall follow the policies and procedures of the Providing Party and will be under the Providing Party's command and control but will follow the operational direction of the Incident Commander and be subject to the incident management system of the Requesting Party.

D.) Assets and equipment of a Providing Party shall remain under the control of the Providing Party but shall be under the operational control of the Incident Commander within the incident management system of the Requesting Party.

V. Compensation

The Requesting Party and any Providing Party will each be responsible for its own costs and compensation for any Assistance arising from any Emergency that may occur during the Term of the Agreement.

Unless the Emergency is eligible for reimbursement by FEMA, a Providing Party shall be responsible for the costs and compensation of its personnel, equipment and supplies. For an Emergency that is eligible for reimbursement of costs by FEMA, the labor force expenses of the Providing Party will be treated as contract labor, with regular time, overtime wages and certain benefits eligible for reimbursement.

Notwithstanding the above paragraphs in this Section, a Requesting Party may reimburse a Providing Party that has provided Assistance pursuant to this Mutual Aid Agreement. The Providing Party seeking reimbursement from the Requesting Party for Assistance rendered under the terms of this Mutual Aid Agreement, may do so by submitting to the Requesting Party an itemized bill for the actual cost of any Assistance provided. The charges for Assistance provided pursuant to this Agreement will be based upon the actual costs incurred by the Providing Party, including salaries or wages, overtime, materials, supplies and other necessary expenses, except that the Parties agree that the Federal Emergency Management Agency equipment rates will be used as the basis for equipment charges whenever possible.

If a local, State, or federal Emergency is declared, and applicable funds become available, a Providing Party may charge a Requesting Party for Assistance rendered under the terms of this Agreement. The Providing Parties will submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided as described above. The Requesting Party is responsible to take all steps it deems necessary to seek reimbursement from the United States of America, the State of Minnesota or other sources, to the extent that such reimbursement is available, for expenses it incurs for services provided pursuant to this Agreement. Should funding become available, the Requesting Party may reimburse the Providing Party to the extent possible under the terms of this Agreement. Any claims for reimbursement by the Providing Party must be made to the Requesting Party within 90 days after the expense is sustained or incurred.

No Party will be responsible for the reimbursement of Self-Deployment costs.

VI. Workers' Compensation

Each Party will be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or a program of self-insurance covering its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

VII. Damage to Equipment

Each Party shall be responsible for damages to or loss of its own equipment used to respond to an Emergency under this Agreement. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

VIII. Term of Agreement

This Agreement shall be in full force and effect from March 1, 2021 through December 31, 2026, subject to Section XVI Withdrawal of Party/Termination of Agreement.

IX. Liability and Indemnification

For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, §466), the employees and officers of a Providing Party are deemed to be employees (as defined in Minnesota Statutes, §466.01, Subdivision 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Providing Party against any claims brought or actions filed against the Providing Party or any officer, employee, or volunteer of the Providing Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter

466 applicable to any one Party. The limits of liability for one or both of the Parties may not be added together to determine the maximum amount of liability for any Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify the Providing Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes §466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

Neither Party to this Agreement or any officer of any Party shall be liable to the other Party or to any other person for failure of any Party to furnish Assistance to the other Party, or for recalling Assistance, both as described in this Agreement.

Nothing in this Agreement is intended to prevent or hinder the pursuit of applicable State or federal benefits to personnel who respond or render Assistance pursuant to an Emergency request and sustain injury or death in the course of, and arising out of, their employment and response or Assistance under this Agreement.

Providing Party shall not be responsible for any injuries, damages or losses arising from the acts or omissions of personnel of the Requesting Party and its officers, employees, agents and assigns.

X. General Compliance

Both Parties agree to comply with all applicable federal, State and local laws and regulations governing any services provided under this Agreement.

XI. Accounting Standards and Retention of Records

A.) Accounting – Both Parties agree to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices and as required by FEMA to properly account for expenses incurred under this Agreement.

B.) Retention of Records - Both Parties will retain all records pertinent to expenditures incurred under this Agreement as required by the applicable records retention schedule.

XII. Data Practices

Both Parties agree to comply with the Minnesota Government Data Practices Act and all other applicable State and federal laws relating to data privacy or confidentiality. Each Party must immediately report to other Party any requests from third parties for information relating to activities performed pursuant to this Agreement. Each Party agrees to promptly respond to inquiries from the other Party concerning data requests. Each Party agrees to hold the other Party,

their officers and employees harmless from any claims resulting from unlawful disclosure or use of data protected under state and federal laws by the disclosing Party.

XIII. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Agreement and any litigation which may arise under this Agreement.

XIV. Non-Discrimination

All Parties agree to comply with the provisions of all applicable federal and State statutes and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes §181.59 and §363A.

XV. Withdrawal of Party/Termination of Agreement

A.) Without Cause - Either Party may withdraw from this Agreement without cause upon thirty (30) days written notice to the designated recipients for the other Party. If withdrawal is without cause, the Party shall pay the withdrawing Party all reimbursements and payments to which it is entitled under this Agreement, to the date of withdrawal. Any withdrawing Party must also pay all obligations owed to any other Party under this Agreement, to the date of withdrawal.

B.) For Cause - A Party may terminate this Agreement if another Party fails to perform in accordance with the provisions of this the Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement. The non-defaulting Party shall have the right to terminate this Agreement, if the default has not been cured after ten (10) days written notice has been provided.

C.) This Agreement shall terminate upon expiration of the Term or by mutual written agreement of both Parties in the form of a resolution by the Party's governing body.

XVI. Severability

Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

FOR THE CITY OF SAINT PAUL

Approved

Robert Thomasser, Assistant Chief of Police

Approved

Jaime Tincher, Deputy Mayor

Approved

John McCarthy, Director of Financial Services

Approved

Judy Hanson, Assistant City Attorney

Designee for purposes of receipt of Notice:

Title: Deputy Chief of Police, Community Engagement Division
Address: 367 Grove Street, Saint Paul Minnesota 55101

FOR CHISAGO COUNTY

Approved

[Redacted], Sheriff

Approved

[Redacted], County Board Commissioner

Approved

[Redacted], County Administrator

Approved

As to form: Janet Reiter 3/10/2021

Janet Reiter, County Attorney

Designee for purposes of receipt of Notice:

Title:

Address:

Chisago County Request For Board Action

Meeting Date: March 17, 2021

Item Number: 21

Title of Item for Consideration: Housing Trust Fund Ordinance Public Hearing

Action Requested by: Nancy Hoffman,
Executive Director

Department: HRA-EDA

Previous Action on this Matter: None.

Background: In 2018, the Chisago County HRA-EDA commissioned a Comprehensive Housing Needs Analysis for Chisago County. A Housing Toolkit was also created to help with decision making around housing. One of the goals identified was to "Evaluate Tools for financial assistance available through the County that would support diverse types of housing."

The HRA-EDA researched several programs and determined the Housing Trust Fund was a good, flexible tool that could be used in Chisago County.

The HRA-EDA created and approved the Affordable Housing Trust Fund ordinance, policy, and application. The County Attorney reviewed the Ordinance in June of 2020.

Attachment(s):

- Chisago County Ordinance Creating an Affordable Housing Trust Fund
- Chisago County Affordable Housing Trust Fund Policy and Guidelines

Action Requested/Recommended: The HRA-EDA respectfully requests the County Board to approve the Chisago County Affordable Housing Trust Fund Ordinance Public Hearing at 7:00 p.m. at 7:00 p.m. The following motion is suggested:

"Move to approve the Chisago County Affordable Housing Trust Fund Ordinance Public Hearing on April 7th at 7:00p.m."

Implications of Action: Approving the ordinance would create a tool to increase development of housing to attract the workforce that is needed in Chisago County.

Budget/Financial Implications: Funding from HRA-EDA housing resources.

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.

Administrator's Recommendation

Approve

CLS

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Ordinance No. _____

**An Ordinance Amending the County Code Chapter ____ by Creating
Section _____ Affordable Housing Trust Fund.**

Section I CHISAGO COUNTY AFFORDABLE HOUSING TRUST FUND

(1) Purpose and Intent.

Pursuant to Minnesota State Statute 462C16 there is hereby created and established for Chisago County a fund to be known and denominated as the Chisago County Affordable Housing Trust Fund (CCAHTF). This fund shall include a preference for the creation of Workforce Housing units, which shall include moderate, low, and very low income households. The CCAHTF shall be a permanent endowment and continually renewable source of revenue to meet, in part, the housing needs of Moderate, Low and Very Low-Income households of the County. The CCAHTF is to provide loans and grants to homeowners, and for-profit and non-profit housing developers for the acquisition, capital and soft costs necessary for the creation or preservation of new Affordable rental and owner-occupied housing. Preference shall also be given to those projects that ensure that the Assisted Units remain Affordable for the longest period possible. Projects funded by the CCAHTF shall be disbursed throughout Chisago County so no single neighborhood experiences a disproportionate concentration of housing units for Low Income and Very Low-Income households.

(2) Definitions.

In this section:

- (a) "Affordable" means a housing unit that has an Affordable Housing Cost.
- (b) "Affordable Housing Cost" means an amount satisfied by:
 - 1. For owner-occupied housing, a housing payment inclusive of loan principal, loan interest, property taxes, property and mortgage insurance, and homeowners association dues which allows a Moderate, Low Income or Very Low Income household to purchase a home, while paying no more than thirty (30%) of their gross household income; and,
 - 2. For rental or cooperative housing, a housing payment, inclusive of a reasonable allowance for heating, which allows a Moderate, Low or Very Low Income household to rent a unit, while paying no more than thirty (30%) of their gross household income.
- (c) "Area Median Income" means the median income for the Chisago County area adjusted for family size, as published by the United States Department of Housing and Urban Development.

- (d) "Assisted Unit" means a housing unit that is Affordable because of assistance from the CCAHFT.
- (e) "CCAHTF " means the Chisago County Affordable Housing Trust Fund.
- (f) "Grants Supervisor" means the Chisago County HRA-EDA Executive Director, or his or her designee.
- (g) "HRA-EDA" means the Chisago County HRA-EDA Board of Commissioners.
- (h) "Low Income" means gross household income adjusted for family size that is at or below eighty percent (80%) of Area Median Income, but more than fifty percent (50%) of Area Median Income.
- (i) Moderate Income means gross household income adjusted for family size that is at or below 115 percent (115%) of Area Median Income, but more than Eighty percent (80%) of Area Median Income.
- (j) Project may mean a single family house or a multifamily apartment complex, either as owner-occupied property or rental property.
- (k) "Recipient" means any homeowner, for-profit or non-profit housing developer that receives funds in the form of a loan or a grant from the CCAHTF Account. A Recipient may be an individual, partnership, joint venture, limited liability company or partnership, association or corporation.
- (l) "Tax Increment Financing (TIF) Equity Participation Payment" means an equity payment received by the City/County from a developer pursuant to a TIF Development Agreement in which the TIF district has been dissolved.
- (m) "Very Low Income" means gross household income adjusted for family size that is at or below fifty percent (50%) of Area Median Income.
- (n) "Workforce Housing" shall mean owner-occupied or rental housing units that are provided to households with at least one member per unit who is gainfully employed at the time of entry into the unit.
 - (i) Workforce housing may be designed for households that make 50% to 115% of AMI but shall be inclusive of all income level households who meet the definition of gainful employment and can meet the Affordable Housing Cost as defined in Subpart b (1) and (2).
 - (ii) Gainful Employment is defined as an employment situation where the employee receives consistent work and payment from an employer at 30 hours per week or more.

(3) CCAHTF Account; Sources of CCAHTF Moneys.

- (a) There is also hereby established a CCAHTF, to be maintained by the Chisago County HRA-EDA. All funds received by the HRA-EDA on behalf of the CCAHTF shall be deposited in the CCAHTF Account. Principal and interest from loan repayments, and all other income from CCAHTF activities, shall be deposited in the CCAHTF Account. All interest earnings from the CCAHTF Account shall be reinvested and dedicated to the CCAHTF Account.
- (b) The CCAHTF shall consist of funds derived from the following, but not limited to:
 - 1. Private cash contributions designated for the Trust Fund;
 - 2. Payments in lieu of participation in current or future affordable housing programs;
 - 3. Matching funds from a federal affordable housing trust fund;
 - 4. Principal and interest from CCAHTF loan repayments and all other income from CCAHTF activities.
 - 5. Budgeted payments made by the HRA-EDA Tax Levy fund as approved by the County Board of Commissioners.
 - 6. Matching funds from a State affordable housing trust fund for a State program designated to fund an Affordable Housing Trust Fund.
 - 7. Employer based funds and matches.
 - 8. Other sources to be considered, local or regional utility companies, city contributions, other agencies in support of housing.
 - 9. Application Fees – Projects applying for funds may be charged an application fee based on the size and scope of the project.
 - 10. Any other appropriations as determined from time to time by action of the HRA-EDA.

(4) CCAHTF Distributions.

- (a) The CCAHTF is to function as an endowment fund to fund loans and grants in accordance with this Section. The CCAHTF program shall be administered by the HRA-EDA Executive Director. No disbursements may be made from the CCAHTF Account without the prior approval of the HRA-EDA.
- (b) Disbursements from the CCAHTF Account shall be made as loans or grants to assist Recipients in the creation of Assisted Units. Recipients may use the funds

to pay for: capital costs, including but not limited to the actual costs of rehabilitating or constructing Assisted Units; preserving affordable units; demolishing or converting existing non-residential buildings to create new Assisted Units; real property acquisition costs; and professional service costs, including but not limited to, those costs incurred for architectural, engineering, planning and legal services which are attributable to the creation of Assisted Units.

- (c) CCAHTF moneys may not be used for operating expenses of any program or supporting services such as childcare or any other social program. However, moneys may be used to cover program related expenses such as legal/staff application review.
- (d) At least 50% of the funds eligible for disbursement annually shall be used to create Assisted Units for Low and Very Low-Income households.
- (e) Funding for Rental Assisted Units shall be available only to households whose gross income, adjusted for family size, is at or below fifty (50%) of Area Median Income at time of entry into the unit.
- (f) Owner-occupied Assisted Units shall be available to households who are Moderate, Low Income or Very Low Income.
- (g) The HRA-EDA shall periodically review the terms of assistance, and structure these terms to encourage the longest period of affordability possible.
- (h) Assisted Units shall be distributed throughout the building or development to avoid a disproportionate concentration in any one area.
- (i) The HRA-EDA shall give preference to projects located outside of a Tax Incremental District.
- (j) Notwithstanding the stated purpose in subsection (1) herein to create the Fund as a continually renewable source of revenue, the HRA-EDA may, in its discretion, recommend that disbursements from the CCAHTF Account may be made as grants at any time that the CCAHTF Account balance exceeds \$50,000. The HRA-EDA will revisit this amount from time to time to ensure that the objectives of the AHTF are being met and the amount is set at the proper level to achieve the objectives.

(5) HRA-EDA Powers and Responsibilities.

- (a) The HRA-EDA shall have the following powers and duties as regards to the Trust Fund:

1. Recommend policies, goals and objectives for the CCAHTF program to the Chisago County Board of Commissioners.
 2. Investigate and recommend to the Chisago County Board of Commissioners additional sources of money for deposit to the Trust Fund; and
 4. Publish and distribute requests for proposals and notices of funding availability.
- (b) All projects considered for funding will be reviewed by the HRA-EDA staff prior to HRA-EDA action.
- (c) The HRA-EDA shall within thirty (30) days following the close of each fiscal year prepare and submit an annual report to the Chisago County Board of Commissioners on the activities undertaken with funds from the Trust Fund. The report shall specify the number and types of units assisted, the amount loaned per Assisted Unit, the amount of state, federal and private funds leveraged, the geographic distribution of Assisted Units and a summary of statistical data relative to the incomes of assisted households, including their monthly rent or mortgage payments, and the sales prices of owner-occupied Assisted Units.
- (6) Term of Affordability.
- (a) The minimum term of affordability for any Assisted Unit shall be fifteen (15) years. The HRA-EDA shall give preference to those projects that ensure that the Assisted Units remain Affordable for the longer period possible.
- (b) Assisted Units shall be **deed restricted** to ensure long term affordability.
- (c) The HRA-EDA will utilize loan agreements with the recipients of the Trust Fund. The loan agreement will clearly state the conditions and requirements for recipients use of CCAHTF monies, including the term of compliance, transfer or sale requirements and other requirements as specified.
- (d) In those cases where an Assisted Unit is sold or transferred, or where an Assisted Unit is no longer Affordable, the initial Recipient of assistance from the CCAHTF shall be obligated to repay to the CCAHTF the original loan amount.
- (e) The HRA-EDA shall fully enforce all debt and lien instruments of the law. The HRA-EDA may recommend debt settlement offers, if it is determined to be in the best interest of the County and the AHFT.
- (7) Exception Authority.
- (a) The Chisago County Board of Commissioners may revise the CCAHTF at any time in its sole and unfettered discretion if such exceptions do not violate Minnesota State Statute 462C16.

Section II. This Ordinance shall be in full force and effect from and after its passage and publication.

Adopted by the Chisago County Board of Commissioners this ____ day of _____ 2021, by the following vote:

Yes:

No:

Absent:

Chris DuBose

Attest: _____



CHISAGO COUNTY
— HRA-EDA —
A Natural Resource for Business

Chisago County Affordable Housing Trust Fund Policy and Guidelines

Purpose and Goals

Pursuant to Minnesota State Statute 462C16 the Chisago County Board of Commissioners (County) authorized an Affordable Housing Trust Fund (CCAHTF) that is administered by the Chisago County Housing and Redevelopment Authority-Economic Development Authority (HRA-EDA). Priority for the CCAHTF is for the development of Workforce Housing units, which shall include moderate, low, and very low-income households as defined annually for Chisago County by HUD. The CCAHTF may provide loans and grants to for-profit and non-profit housing developers for the acquisition, capital, and soft costs necessary for the creation or preservation of new affordable rental and owner-occupied housing. Preference shall also be given to those projects that ensure that the Assisted Units remain Affordable for the longest period possible. Projects funded by the CCAHTF shall be disbursed throughout Chisago County so no single neighborhood experiences a disproportionate concentration of housing units for Low Income and Very Low-Income households.

Funding Sources

The HRA-EDA will allocate resources to the CCAHTF as part of the annual budget process. The total available funding may include newly allocated resources or reallocation of existing funds. Funding sources for the CCAHTF program are primarily from distributions from housing currently owned by the HRA-EDA and the HRA Levy. Other funds may come from gifts, grants or donations from corporations or individuals, proceeds from the sale of HRA owned property and other funding sources as determined by the HRA-EDA.

Application Requirements and Process

- Requests for funding from the CCAHTF shall be submitted to the HRA-EDA on a form provided by the HRA-EDA.
- The Housing Trust Fund Committee designated by the HRA-EDA will review the application and make a recommendation to the HRA-EDA.
- The application will be submitted to the Chisago County HRA-EDA for consideration. The investment will be provided on approval of the terms of the funding documented in a development agreement.

CCAHTF Applications Will Receive Priority For Developments That:

- produce new workforce housing and/or preserves existing affordable housing.
- demonstrates support from the local unit of government.
- the Chisago County Housing Needs Analysis shows a demand for the proposed housing.
- the project pro forma is accurate and the gap in sources of development costs merit public financing.

Eligible Activities

Funds from the CCAHTF may be used to support the acquisition, redevelopment, or preservation of workforce affordable housing units. These funds may be used flexibly to ensure the financial feasibility of the projects. A wide range of uses of the funds are eligible as determined by the HRA-EDA.

Priority Housing

- Rental assisted units shall be available only to households whose gross income, adjusted for family size, is at or below 50% of the Area Median Income at time of entry into the unit.
- Rental Units having 20% of the units at 50% or less of the county median income or 2) 40% of the units at 60% or less of the county median income.
- Owner-occupied Assisted Units shall be available to households who are Moderate, Low Income or Very Low Income. Homeowners will pay no more than 30% of their household income.

Assistance Types

The CCAHTF Consists of two funds. The Revolving Loan Fund and the Housing Grant Fund. Grants and loans will typically range from \$30,000 to \$200,000 depending on funding availability and demonstrated need. The CCAHTF funding cannot be more than 10% of the total project.

Loans will be provided at interest rates will be 0% - 3% with a 20-year term. The loan will be reviewed every five years. If other funding is available, the owner may refinance and pay off the HRA-EDA, to make the funds available for other housing projects. The developer/owner must show that the loan will be paid back through cash flow.

Grants will be provided to projects that can clearly identify that the project would not happen but for the grant. This may include but is not limited to demolition costs, poor soil conditions, additional municipal requirements, etc. or are for the very low income.

Approved July 28, 2021

Local Housing Trust Fund Manual for Minnesota

What is a Local Housing Trust Fund?

Local Housing Trust Funds (LHTF) are funds established by a local government by dedicating local public revenue for housing. They are a consistent, flexible resource for housing within a local jurisdiction. Trust funds help communities leverage public and private resources and jumpstart projects that draw investment and jobs. LHTFs enable communities to prioritize developments that maximize benefit to the local community.

What is the Local Housing Trust Fund Manual for Minnesota?

The Local Housing Trust Fund Manual for Minnesota was developed by the Minnesota Housing Partnership. Its purpose is to provide an in-depth discussion of the various decisions to be made by local Minnesota communities in establishing an LHTF including revenue, programming, and policies. With 80 pages of references, case studies, and explainers, the manual is an in-depth guide to help local communities get LHTFs established.

Benefits of Local Housing Trust Funds



Encourage local contributions



Establish dedicated sources of revenue



Leverage private dollars



Provide flexibility to meet local needs

Goodhue County

Goodhue County and the Southeastern Minnesota Multi-County Housing and Redevelopment Authority started an Affordable Housing Trust Fund (AHTF) in 2018. The fund provides downpayment assistance, a fund for multi-family housing projects, and a flexible fund.

Red Wing

Established in 2015, Red Wing invests \$100,000 annually into their Affordable Housing Trust Fund (AHTF). Tax Increment Financing will soon provide an additional investment of up to \$100,000 annually for 25 years. To date, the AHTF has provided homebuyer assistance loans to at least six families.

Minneapolis

The City of Minneapolis created its Affordable Housing Trust Fund (AHTF) in 2003. As a direct result of the AHTF the city tax base has expanded by up to \$800 million, leveraging \$9 for every dollar invested in the fund.

Get the Manual

To download a copy of the LHTF Manual for Minnesota, visit:
www.mhponline.org/community-development/lhtfmanual-minnesota

Questions?

Contact Elizabeth Glidden, MHP's Director of Strategic Initiatives & Policy at elizabeth.glidden@mhponline.org or 651-925-5548



On average, city housing trust funds leverage \$6 in additional public and private funds for every \$1 the trust fund invests.



Minnesota Communities with Local Housing Trust Funds (Feb 2020)



Jurisdiction	Year Adopted	Primary Funding Source(s)	Primary Uses	2019 Fund Amount	2020 Fund Amount	Contact	Ordinance or Resolution
Alexandria	2019	• TIF pooling • HRA Levy • Revolving loan fund proceeds	• Homebuyer assistance • Single Family Rehab • Small rental rehab. Funds limited to Challenge Fund income limits for single family (115% AMI).	\$0.00	\$285,000.00	Jeff Hess, Executive Director, Alexandria HRA	2019 Ordinance
Bloomington	2019	• One time appropriation • Payment of fees in lieu of opportunity housing units, per the city's inclusionary zoning ordinance • Individual donations • Pooled TIF	• New construction • preservation of Naturally occurring affordable housing (NOAH) • Revolving Loan Fund • Housing Stabilization fund (rental subsidy/operating subsidy) (fund under development).	\$15.2 million (\$7 million for one large project).	\$2 million (plus carryover from previous year).	Cherie Shoquist, HRA Analyst, City of Bloomington	2019 Ordinance
Crow Wing County	2019	• HRA levy (increased from \$98,500 to \$729,500) • Payment in lieu fees, pursuant to inclusionary development policy • TIF pooling	• Workforce Housing (program definitions, including income qualifications, to be developed)	\$0	500,000	Debbie Erickson, Administrative Services Director, Crow Wing County	2020 Ordinance
Edina	2019	• HRA Levy	• Workforce Housing (program definitions, including income qualifications, to be developed)	\$1,200,000	1) One time source, to be determined; 2) Carryover funds from prior year	Stephanie Hawkinson, Affordable Housing Development Manager, City of Edina	2019 Ordinance
Goodhue County	2018	• HRA Levy	• Down-payment assistance • Multi-Family housing projects • Emergency Housing • Flexible fund (for as needed issues) • Loans for affordable housing development serving very low-income residents (multi-family, single family; new, rehab, and preservation)	\$100,000	\$100,000	Buffy Berenak, Executive Director, SEMMCRA	2019 Resolution
Hennepin County	2000	• HRA Levy	• CDBG and HOME program dollars • TIF pooling • Annual appropriations (one time)	\$3.5 million	\$5.5 million	Julia Welle-Ayres, Housing Dev. & Finance Mgr., Hennepin County	2003 Resolution
Minneapolis	2003	• CDBG and HOME program dollars • TIF pooling • Annual appropriations (one time)	• Gap financing for multifamily affordable and mixed-income rental housing production and preservation (rehabilitation)	\$20 million	\$15 million	Carrie Goldberg, Multifamily Finance Specialist, City of Minneapolis	2003 Resolution

Minnesota Communities with Local Housing Trust Funds (Feb 2020)



Jurisdiction	Year Adopted	Primary Funding Source(s)	Primary Uses	2019 Fund Amount	2020 Fund Amount	Contact	Ordinance or Resolution
Red Wing	2015	- HRA Levy 25yr TIF	- Single family home down payment assistance - Financing for multi-family projects - Low to moderate income owner occupied rehab	\$100,000	\$100,000.00	Randal Hemmerlin, Executive Director, Red Wing HRA	2016 Memorandum
St Louis Park	2018	- HRA Levy - TIF pooling	- Preserve naturally occurring affordable housing (NOAH) - Create new affordable units and/or deepen affordability - Enhance the city's inclusionary policy for development by supporting more affordable units and deeper affordability	\$0	\$1,100,000	Michele Schnitker, Housing Supervisor / Deputy Community Development Manager, City of St Louis Park	2018 Ordinance
St Paul	Research in 2019, New resources provided in 2019.	- Parking revenues - Appropriations	4d program costs - Community land trust financing - Down payment assistance - Rental assistance for families of St Paul public school students ("Families First" program) - Gap funds for subsidized housing or NOAH	\$6 million	\$5 million	Kate Rodrigues, Housing Policy Coordinator, City of St Paul	2019 Resolution

2021 County Profile

Chisago

20,242 Households

| CENTRAL REGION



Access to safe, affordable homes builds a strong foundation for families and communities. But too many Minnesotans lack good housing options.

Mirroring the state trend, the price of rent continues to rise and incomes are not keeping up, making it increasingly challenging for renters to make ends meet.



RENTER HOUSEHOLDS

2,762 | 14% of all households

Median rent, 2000:	\$749		rent up	18%
Median rent, 2019:	\$884			
Renter income, 2000:	\$37,881		income up	6%
Renter income, 2019:	\$40,127			

The income for families is not rising at the same pace as home values, making it more difficult for families to purchase and own a home.



OWNER HOUSEHOLDS

17,480 | 86% of all households

Home value, 2000:	\$197,136		value up	17%
Home value, 2019:	\$231,500			
Owner income, 2000:	\$82,874		income up	8%
Owner income, 2019:	\$89,588			

HOUSING STOCK: While a significant portion of the rental and owner-occupied housing is aging (built before 1970), new construction is not keeping up with demand. Of particular concern is the gap between the number of available units for extremely low income households – and the number of people who need them.

Disparities: Disparities are stark for BIPOC residents of all 87 counties. Homeownership disparities are above 65% in every county in Minnesota with most over 90%. Cost-burden is higher for BIPOC renters (52%) than white renters (44%) in Greater MN.



% of homes built before 1970

19%

Single-family units permitted in 2019

225



% of rental units built before 1970

27%

Multi-family units permitted in 2019

4

Number of extremely low income households

1,030

Units affordable to extremely low income households

479

Gap between ELI households and units in Chisago county

551

Greater MN	Renter Cost Burden	Severe Renter Cost Burden
White	44%	22%
Black	59%	36%
Indigenous	48%	24%
Hispanic	51%	29%

Homeownership in Chisago County

BIPOC Homeowners 521



3%



97%

White Homeowners 16,959

4,562 households in Chisago County pay more than 30 percent of their income toward housing costs, putting them at risk of being unable to afford basic needs like food and medicine. 1,635 are severely cost-burdened and pay more than 50 percent of their income on housing.

COST BURDEN

Percentage of households paying more than 30% of their income toward housing.



Number of households paying more than 30% of their income toward housing

	RENTERS	OWNERS
Under \$20,000	479	631
\$20,000-34,999	371	792
\$35,000-49,999	176	708
Over \$50,000	112	1,293
Seniors	555	1,081
All cost-burdened households	1,138	3,424

SEVERE COST BURDEN

Number and percent of households paying more than 50% of their income toward housing.

Severe Renter Cost Burden

496 households or **19%** of all renter households

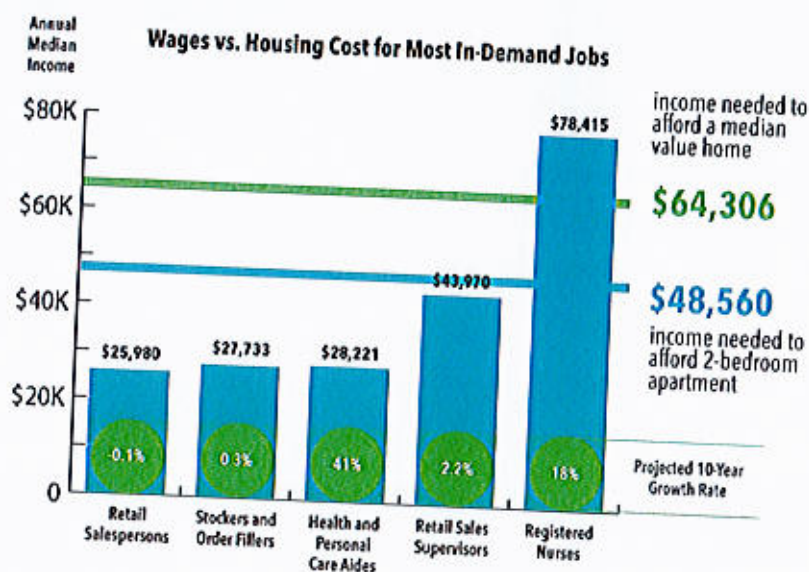
Severe Owner Cost Burden

1,139 households or **7%** of all owner households

WAGES: Housing remains a challenge even for Minnesotans who are fully employed. The median earnings for most of the top in-demand and high-growth jobs in the Central region do not cover housing costs at an affordable level. Those working at the median wage – and especially those earning the minimum wage – cannot afford a two-bedroom apartment or the mortgage for a median price home.

HOMELESSNESS: In the Central region, too many families, seniors and children are still suffering the devastating consequences of having no place to call home.

Central Region Data



of homeless on a given night in 2018 **944**

Change in homeless since 2000 **20%**

Number of homeless children **347**

Number of homeless seniors **78**



SOURCES – Renter households: Rent and income adjusted for inflation. U.S. Census Bureau, American Community Survey 2019, 5 year estimates | Owner households: Home value and income adjusted for inflation. U.S. Census Bureau, American Community Survey 2019, 5 year estimates | Cost burden: U.S. Census Bureau, American Community Survey 2019, 5 year estimates | EU Units and Renters: MHP Analysis of HUD's CHAS Portal Data using the NUHC methodology | Wages: Minnesota Department of Employment and Economic Development (MN DEED), Occupations in Demand, November 2020; Employment Outlook, MN DEED | Housing Stock: U.S. Census Bureau, American Community Survey 2019, 5 year estimates, U.S. Census Bureau, Building Permits Survey, 2019 | Homelessness: Wilder Research Center, 2018 Minnesota Homeless Study

Median household income for county **\$83,464** Hours / week minimum wage employee must work to afford 1- bd apartment **75**

Chisago County Request For Board Action

Meeting Date: March 17, 2021		Item Number: 22	
Title of Item for Consideration: Discussion of Boardroom Restrictions due to COVID			
Action Requested by: Chair Chris DuBose		Department: Board of Commissioners	
Previous Action on this Matter: None.			
Background: Due to the COVID-19 Global Pandemic, the Chisago County Board of Commissioners have adjusted the capacity limitations of the Chisago County Boardroom for the County Board of Commissioners meetings to greater comply with CDC and MDH safety standards. Currently, the Chisago County Boardroom is limited to 10 persons for all meetings, including Board meetings, and all individuals must be wearing a facial covering (i.e. mask). According to the most recent Governor Executive Orders, numbers can increase from 25% to 50% capacity, up to a maximum of 250 inside, however 6 feet social distancing must be maintained.			
Attachments: MDH Document – Frequently Asked Questions: Bars, Restaurants, and Other Places of Public Accommodation			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners discuss the Boardroom capacity limitation requirements as the COVID-19 Pandemic continues.			
Implications of Action: A same or new Boardroom capacity will be created to reflect the conversation and motion by the Commissioners.			
Budget/Financial Implications: None.			
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.			
Administrator's Recommendation			
Approve 		Deny _____	
		Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:		Aye _____	Nay _____
		Abstain _____	

Frequently Asked Questions: Bars, Restaurants, and Other Places of Public Accommodation

INFORMATION ON RECENT EXECUTIVE ORDERS FOR THE HOSPITALITY INDUSTRY AND ITS REGULATORY AGENCIES

2/12/2021

Executive Order (EO) 21-07 will go into effect Saturday, Feb. 13 at 12:00 p.m. (noon) and is an amendment to EO 21-01 which does not have an end date. Bars, restaurants, and other places of public accommodation must continue to comply with the requirements set forth in EO 21-01, as amended by EO 21-07, along with the requirements provided in this document, to mitigate the risk of transmission of COVID-19.

[Frequently Asked Questions about Stay Safe MN \(mn.gov/covid19/for-minnesotans/stay-safe-mn/faq.jsp\)](https://mn.gov/covid19/for-minnesotans/stay-safe-mn/faq.jsp) or [Stay Safe Guidance for Businesses and Organizations \(staysafe.mn.gov/industry-guidance/index.jsp\)](https://staysafe.mn.gov/industry-guidance/index.jsp) may have additional clarifications about requirements and recommendations.

Updates to this document include: Occupancy capacity is limited to no more than 50% of established capacity, up to a maximum of 250 patrons inside (from 150 patrons); and a maximum of 250 patrons outside (from 150 patrons). Social distancing of 6 feet must be maintained between parties. Onsite dining hours are between 4:00 a.m. and 11:00 p.m. (previously 10:00 p.m.) Take-out and delivery may occur after 11:00 p.m.

Party/table size must be limited to no more than six people. A party of two may be seated together at a bar or counter. Patrons are required to wear masks indoors, except when eating or drinking and must be seated in all areas, except for limited, separated activities outlined in the restaurant guidance.

Private parties, events, receptions, or other gatherings in private, separate space (ballroom or other private room) are allowed up to 50 people (increased from two households indoors, max. 10; and three households outdoors, max. 15), subject to the requirements in the guidance for safe celebrations. Capacity for these private events is further limited to 25%, and these events must be separated from all other dining areas if the facility hosts a private party and also serves members of the public. Occupants of a private event count towards overall maximum capacity caps.

Limitations on tents and igloos: Tents must have at least 50% open walls. See restaurant guidance for more detail.

Executive Order 21-01

Executive Order requirements

The full Executive Order with all requirements can be found at [Executive Orders from Governor Walz \(mn.gov/governor/news/executiveorders.jsp\)](https://mn.gov/governor/news/executiveorders.jsp).

- **Social gatherings limited.** Social gatherings are limited as stated in [Stay Safe in Social Gatherings \(staysafe.mn.gov/individuals-families/social-gatherings.jsp\)](https://staysafe.mn.gov/individuals-families/social-gatherings.jsp). Most commercial activities are not considered social gatherings, so this change will not impact most industries.
- **Masks and face coverings required.** Executive Order 20-81, requiring face coverings in certain settings, remains in full force and effect except as modified by EO 21-01 and EO 21-07. See [Face Covering Requirements and Recommendations \(www.health.state.mn.us/diseases/coronavirus/facecover.html\)](https://www.health.state.mn.us/diseases/coronavirus/facecover.html).
- **People at higher risk.** All people currently living within the State of Minnesota who are at higher risk of severe illness from COVID-19, as defined by Executive Order 20-55, are strongly urged to stay at home or in their place of residence and follow the provisions of Executive Order 20-55.
- **Work from home.** All people who can work from home must continue to do so.
- **Businesses and activities are affected differently.** For a full listing of all business and activity requirements and limitations, see the full executive order at [Executive Orders from Governor Walz \(mn.gov/governor/news/executiveorders.jsp\)](https://mn.gov/governor/news/executiveorders.jsp). Many, but not all, businesses will have to pause in-person activities for the next three weeks. Please review the guidance below for industry-specific requirements.

EO requirements for Frequently Asked Questions: Bars, Restaurants, and other Places of Accommodation

All businesses and organizations must develop and implement a COVID-19 Preparedness Plan in accordance with applicable guidance on [Stay Safe MN \(staysafe.mn.gov/\)](https://staysafe.mn.gov/). This document outlines the requirements and topics that the COVID-19 Preparedness Plan must address and answers frequently asked questions related to recent Executive Orders, issued in response to the COVID-19 Pandemic, that apply to places of public accommodation. All Executive Orders are posted online at the [Minnesota Legislature Reference Library \(www.leg.state.mn.us/lrl/execorders/eoresults?gov=all\)](https://www.leg.state.mn.us/lrl/execorders/eoresults?gov=all).

The following types of establishments licensed through the Minnesota Department of Health (MDH), Minnesota Department of Agriculture (MDA), and their delegated programs are impacted by these recent Executive Orders:

- [Retail food and beverage establishments \(Page 5\)](#)
- [Lodging establishments \(Page 11\)](#)
- [Public swimming pools and spas \(Page 11\)](#)
- [Manufactured home parks \(Page 12\)](#)
- [Recreational campgrounds \(Page 12\)](#)
- [Youth camps \(Page 13\)](#)

Owners and operators of licensed establishments in Minnesota can find contact information for their jurisdiction in the [Minnesota State and Local Food, Pools, and Lodging Services Contacts \(www.health.state.mn.us/communities/environment/food/docs/license/locals.pdf\)](http://www.health.state.mn.us/communities/environment/food/docs/license/locals.pdf) or by calling MDH at 651-201-4500.

Informational resources for Minnesota businesses

The Minnesota Department of Employment and Economic Development (DEED) and Department of Labor and Industry (DLI) provide information and tools that can help businesses understand and meet some requirements of recent Executive Orders.

- [Updates Related to COVID-19 \(www.dli.mn.gov/updates\)](http://www.dli.mn.gov/updates)
COVID-19 Preparedness Plan template and instructions for bars, restaurants and other services.
- [Stay Safe Guidance for Businesses & Organizations \(staysafe.mn.gov/industry-guidance/index.jsp\)](http://staysafe.mn.gov/industry-guidance/index.jsp)
Business and Organization guidance for safely reopening.

Face coverings

As of July 25, 2020, people in Minnesota are required to wear a face covering in all indoor businesses and public indoor spaces, per Executive Order 20-81. Additionally, the Executive Order requires workers to wear a face covering when working outdoors in situations where social distancing cannot be maintained.

- The Executive Order includes exemptions for people who are unable to wear or tolerate a face covering due to medical or mental health conditions or other reasons.
- If a food service worker is unable to wear a face covering for one of the reasons listed above, or because of work conditions that would make wearing a face covering difficult or unsafe (e.g., due to high temperatures), workers may use face covering alternatives, such as a face shield.
- There are also situations in which a face covering may be temporarily removed, such as when swimming, eating, or drinking, provided that social distancing is maintained between members of different parties.

FAQ FOR HOSPITALITY INDUSTRY AND REGULATORY AGENCIES

- Do not allow swimming with cloth face coverings on. Cloth face coverings can make it difficult to breathe when wet, increasing the risk of drowning.

For more information about face covering requirements and exemptions visit:

- [Masks and face coverings \(www.health.state.mn.us/diseases/coronavirus/prevention.html#masks\)](http://www.health.state.mn.us/diseases/coronavirus/prevention.html#masks)
- [Face Covering Requirements and Recommendations \(www.health.state.mn.us/diseases/coronavirus/facecover.html\)](http://www.health.state.mn.us/diseases/coronavirus/facecover.html)
- [Frequently Asked Questions About the Requirement to Wear Face Coverings \(www.health.state.mn.us/diseases/coronavirus/facecoverfaq.html\)](http://www.health.state.mn.us/diseases/coronavirus/facecoverfaq.html)

Employee illness

Should businesses screen employees for COVID-19 symptoms?

You must screen all employees before they enter your business. Use the [Visitor and Employee Health Screening Checklist \(www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf\)](http://www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf) to screen for COVID-19. You must keep information on employee health (including symptoms of COVID-19) confidential in accord with state and federal law. For more information, refer to DLI's informational resources about [Worker Rights and Protections \(www.dli.mn.gov/workers/worker-rights-and-protections\)](http://www.dli.mn.gov/workers/worker-rights-and-protections).

If staff had close contact with someone with diagnosed or suspected COVID-19, has COVID-19 symptoms or tested positive for COVID-19, follow MDH's guidelines for [COVID-19: When to Return to Work \(www.health.state.mn.us/diseases/coronavirus/returntowork.pdf\)](http://www.health.state.mn.us/diseases/coronavirus/returntowork.pdf).

What should businesses do if an employee tests positive for COVID-19?

Employers should be aware that employees with a confirmed COVID-19 test or employees with symptoms including fever, cough, shortness of breath, chills, headache, muscle pain, sore throat, or loss of taste or smell must STAY HOME and NOT REPORT TO WORK. Employers should know that employees must follow MDH's guidelines for [COVID-19: When to Return to Work \(www.health.state.mn.us/diseases/coronavirus/returntowork.pdf\)](http://www.health.state.mn.us/diseases/coronavirus/returntowork.pdf).

Under Minnesota State Law, [Minnesota Statutes, section 144.4196 \(www.revisor.mn.gov/statutes/cite/144.4196/pdf\)](http://www.revisor.mn.gov/statutes/cite/144.4196/pdf), employers may not discharge, discipline, threaten, penalize or otherwise discriminate in the work terms, conditions, location, or privileges of an employee for missing work if MDH recommends that the employee quarantine or isolate.

To prevent the spread of COVID-19, employee's close contacts need to follow precautions at home and in the community. Close contacts and household members should actively monitor for symptoms listed on MDH's [About COVID-19 \(www.health.state.mn.us/diseases/coronavirus/basics.html\)](http://www.health.state.mn.us/diseases/coronavirus/basics.html) website.

FAQ FOR HOSPITALITY INDUSTRY AND REGULATORY AGENCIES

For more information, see [Close Contacts and Tracing: COVID-19](http://www.health.state.mn.us/diseases/coronavirus/close.html) (www.health.state.mn.us/diseases/coronavirus/close.html) and [Quarantine Guidance for COVID-19](http://www.health.state.mn.us/diseases/coronavirus/quarguide.pdf) (www.health.state.mn.us/diseases/coronavirus/quarguide.pdf).

For additional guidance, refer to the Center for Disease Control and Prevention's (CDC) [Public Health Guidance for Community Related Exposure](http://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html) (www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html).

Employers are responsible for maintaining a safe and healthy work environment as required by the [Occupational Safety and Health Act of 1970](http://www.osha.gov/laws-regs/oshact/section5-duties) (www.osha.gov/laws-regs/oshact/section5-duties). Employers must follow all requirements set forth on the [Stay Safe Guidance for Businesses & Organizations](http://staysafe.mn.gov/industry-guidance/index.jsp) (staysafe.mn.gov/industry-guidance/index.jsp) website. Employers should also be aware that worker protections are available to individuals at higher risk of severe disease from COVID-19 (see Executive Order 20-55).

More information on state and federal laws that protect worker's rights can be found at:

- [Worker protections related to COVID-19](http://www.dli.mn.gov/sites/default/files/pdf/MN_worker_protections_related_to_COVID_19.pdf) (www.dli.mn.gov/sites/default/files/pdf/MN_worker_protections_related_to_COVID_19.pdf) from DLI
- [Stay Safe MN](http://staysafe.mn.gov/) (staysafe.mn.gov/)
- [COVID-19 and Civil Rights](http://mn.gov/mdhr/news-community/covid-19/) (mn.gov/mdhr/news-community/covid-19/) from Minnesota Department of Human Rights

Are restaurant and hospitality employees covered by critical infrastructure recommendations related to isolation and quarantine?

In Minnesota, restaurants and hospitality are **not** part of critical infrastructure. A 14-day quarantine is recommended for people who have been exposed to COVID-19. In some circumstances, a shortened quarantine period may be possible.

For more information, see [Close Contacts and Tracing: COVID-19](http://www.health.state.mn.us/diseases/coronavirus/close.html) (www.health.state.mn.us/diseases/coronavirus/close.html) and [Quarantine Guidance for COVID-19](http://www.health.state.mn.us/diseases/coronavirus/quarguide.pdf) (www.health.state.mn.us/diseases/coronavirus/quarguide.pdf).

Retail food and beverage establishments

Indoor and outdoor on-site consumption and off-site consumption allowed

Retail food businesses that prepare and implement a COVID-19 Preparedness Plan including compliance with all requirements in EO 21-01 as amended by EO 21-07 may provide food and beverage service, including alcoholic beverages, for indoor and outdoor on-site consumption.

FAQ FOR HOSPITALITY INDUSTRY AND REGULATORY AGENCIES

- These businesses include: restaurants, food courts, cafes, coffeehouses, bars, taverns, brewer taprooms, micro distiller cocktail rooms, farm wineries, craft wineries, cideries, golf courses and clubs, dining clubs, and other places of Public Accommodation as defined in EO 21-01 as amended by EO 21-07.
- These establishments are encouraged to offer food and beverages for offsite consumption using delivery services, window service, walk-up service, drive-through service, or drive-up service. Precautions must be taken to limit the potential transmission of COVID-19, including social distancing of 6 feet.
 - [Stay Safe Guidance for Restaurants and Bars \(staysafe.mn.gov/industry-guidance/restaurants-bars.jsp\)](https://staysafe.mn.gov/industry-guidance/restaurants-bars.jsp)
 - [FDA: Best Practices for Retail Food Stores, Restaurants, and Food Pick-Up/Delivery Services During the COVID-19 Pandemic \(www.fda.gov/food/food-safety-during-emergencies/best-practices-retail-food-stores-restaurants-and-food-pick-up-delivery-services-during-covid-19\)](https://www.fda.gov/food/food-safety-during-emergencies/best-practices-retail-food-stores-restaurants-and-food-pick-up-delivery-services-during-covid-19)
Best practices for retail food stores, restaurants, and food pick-up/delivery services during the COVID-19 pandemic.
 - [FDA: Summary of Best Practices for Retail Food Stores, Restaurants, and Food Pick-Up/Delivery Services During the COVID-19 Pandemic \(www.fda.gov/media/136812/download\)](https://www.fda.gov/media/136812/download)
Infographic summary of the best practices.
 - [MDA: COVID-19: Customers Best Practices For Reusable Bags and Food Takeout Containers \(www.mda.state.mn.us/sites/default/files/inline-files/COVID-19%20Reusable%20Bags-Takeout%20Containers%20BPs%20Mar%202020.pdf\)](https://www.mda.state.mn.us/sites/default/files/inline-files/COVID-19%20Reusable%20Bags-Takeout%20Containers%20BPs%20Mar%202020.pdf)
Best practices for reusable bags and food take-out containers during the COVID-19 pandemic.

Onsite consumption

Places of Public Accommodation, including the establishment types described above, may offer food and beverages for onsite consumption, under the following conditions:

- Capacity is limited as follows:
 - The number of customers at any one time is limited to the number for whom social distancing of 6 feet can be maintained between customers in different parties.
 - Occupancy of any indoor space must not exceed 50% of the normal occupant capacity, up to a maximum of 250 people.
 - Occupancy of any outdoor space must ensure that number of customers at any one time is limited to the number for whom physical distancing of 6 feet can be maintained between parties at different tables, not to exceed 250 people.
 - For a complete definition of "indoors," see the [Stay Safe Guidance for Restaurants and Bars \(staysafe.mn.gov/industry-guidance/restaurants-bars.jsp\)](https://staysafe.mn.gov/industry-guidance/restaurants-bars.jsp). Tents or igloos are examples of enclosures that are typically considered "indoors."
- A maximum party size limit of six customers may be seated together at any one time.

FAQ FOR HOSPITALITY INDUSTRY AND REGULATORY AGENCIES

- In a bar area, a party size limit of two customers may be seated together at any one time. Social distancing of 6 feet must be maintained between parties seated at bars or counters.
- Onsite dining must be closed between 11:00 p.m. and 4:00 a.m. Takeout, delivery, and other service for offsite consumption may continue during the hours that onsite dining is closed.
- Reservations are required.
- Customers must be seated at all times.

Offsite consumption

All retail food establishments may continue to sell food to be consumed off-site. The direct order and pick-up of product is encouraged to help prevent the spread of COVID-19. In addition to restaurants, food courts, cafes, coffeehouses, bars, taverns, brewer taprooms, micro distiller cocktail rooms, farm wineries, craft wineries, cideries, golf courses and clubs, dining clubs, and other places of public accommodations, food establishments that may continue to sell food to be consumed off-site include:

- Farmers' markets
- Grocery stores
- Pharmacies
- Drug stores
- Hardware stores
- Retail outlets
- Bakeries
- Food pantries

Certain facilities that serve food are not affected

The restrictions imposed by the applicable Executive Order do not apply to the following:

- Health care facilities, child care facilities, residential care facilities, congregate care facilities, and juvenile justice facilities.
- Crisis shelters, soup kitchens, and other emergency feeding locations.

Frequently asked questions

What types of businesses need to develop a COVID-19 plan?

All businesses are required to have a written COVID-19 Preparedness Plan beginning on June 29, 2020.

Do food workers need to wear masks? What if they are not customer facing?

Yes. As of July 25, 2020, people in Minnesota are required to wear a face covering in all indoor businesses and public indoor spaces, per Executive Order 20-81. The Executive Order includes exemptions for people who are unable to wear or tolerate a face covering due to medical or mental health conditions or other reasons. If a worker has a medical condition that prevents them from using a face covering, a face shield that wraps around their face and extends below the chin may be worn instead.

All workers in places of public accommodation must wear a face covering that covers their mouth and nose when in any part of the food establishment—whether indoors or outdoors—unless a worker is working alone in an office or other enclosed area where food is not stored, handled, or prepared. Workers can wear face shields when a cloth face covering cannot be worn—such as when working in hot kitchens. When workers leave the hot kitchen area, they must wear a face covering.

Is a face shield required for food workers when they claim the face covering exemption for health reasons?

If a food worker claims to be exempt from face covering requirements, businesses must follow the requirements of applicable laws (including civil rights laws like the Americans with Disabilities Act and the Minnesota Human Rights Act) that relate to verification of a worker's condition or disability. The business should also provide any exempt worker an accommodation to the extent possible. For example, if the worker will interact with customers, visitors, or other workers, the employer could offer the worker the option of wearing a face shield as an alternative. As an employer has an obligation to maintain a safe workplace, the business must take steps to prevent the worker from posing a hazard to other workers. If the business is customer-facing, the business should also take steps to prevent an exempt worker from posing a hazard to customers, as well.

For more information about face coverings and Executive Order 20-81, see the [Frequently Asked Questions About the Requirements to Wear Face Coverings](https://www.health.state.mn.us/diseases/coronavirus/facecover.html) (www.health.state.mn.us/diseases/coronavirus/facecover.html).

Are self-service beverage dispensers allowed in take-out restaurants and convenience stores?

Yes, they are allowed. Encourage operators to minimize this practice if possible, and provide guidance on cleaning and disinfecting the high-touch surfaces frequently according to [Stay Safe Guidance for Restaurants and Bars](https://staysafe.mn.gov/industry-guidance/restaurants-bars.jsp) (staysafe.mn.gov/industry-guidance/restaurants-bars.jsp).

Can buffets and salad bars open?

Buffets, salad bars, and other self-service food and beverage are allowed, as long as a business's COVID-19 plan addresses the necessary customer and staff protections. For example, oversight of the self-service area is necessary to ensure social distancing is maintained, hands are being sanitized, and customers wear facemasks in the self-service area. Queuing areas must be marked to provide for physical distancing of 6 feet (for example, by using floor markings, lane lines, and/or marking of adjacent areas where customers may be waiting for service). A best practice would be to prepackage food ahead of time as much as possible.

FAQ FOR HOSPITALITY INDUSTRY AND REGULATORY AGENCIES

Can self-service operations in grocery stores and convenience stores stay open?

Yes. Customer self-service of salad bars and similar food areas in grocery and convenience stores is allowed. Queuing areas must be marked to provide for physical distancing of 6 feet (for example, by using floor markings, lane lines, and/or marking of adjacent areas where customers may be waiting for service).

Can mobile food units operate?

Yes. Mobile food units and seasonal temporary food stands ("food trucks") can operate.

- Staff must follow social distancing recommendations to keep at least 6 feet apart, so trucks may have to operate with a limited number of staff.
- Encourage online and electronic payment transactions.
- Local zoning and ordinances may apply.
- Food trucks must comply with the [Stay Safe Guidance for Restaurants and Bars \(staysafe.mn.gov/industry-guidance/restaurants-bars.jsp\)](https://staysafe.mn.gov/industry-guidance/restaurants-bars.jsp).

Are any customers allowed inside of restaurants and coffee shops if they are picking up an order to-go?

Yes. Customers or guests may be in the establishment to pick up to-go food or beverages, as long as those individuals are at least 6 feet apart from one another while on the premises.

The maximum capacity guidelines apply at all times and social distance of 6-feet must be maintained between customers.

Drive-through and curbside delivery service are encouraged.

Are people allowed to order a drink to consume onsite while they wait for their take-out order?

Individuals must make a reservation to consume food or beverage on site and must be seated in an indoor or outdoor seating area that meets requirements in Executive Order 21-01 as amended by EO 21-07.

Can restaurants sell meal kits that include raw animal foods?

This is allowed, but the retail food establishment should consult with their licensing authority to ensure that proper precautions are taken to protect food safety. The licensing authority should also consult with both MDH and MDA to ensure that requirements are being met (including labeling, as needed).

Can food service in long-term care facilities be open?

Yes. Long-term care facilities must follow specific federal and state long-term care guidance (see [Long-term Care: COVID-19 \[www.health.state.mn.us/diseases/coronavirus/hcp/ltc.html\]](https://www.health.state.mn.us/diseases/coronavirus/hcp/ltc.html)) and are not governed by the requirements in the [Stay Safe Guidance for Restaurants and Bars \(staysafe.mn.gov/industry-guidance/restaurants-bars.jsp\)](https://staysafe.mn.gov/industry-guidance/restaurants-bars.jsp).

FAQ FOR HOSPITALITY INDUSTRY AND REGULATORY AGENCIES

To mitigate the spread of COVID-19, consider changing how meals are delivered to residents, such as providing meals in private living quarters rather than in a communal dining space.

Where can I find information about school food service for K-12 and Higher Education Institutions?

The Minnesota Department of Education has posted [Food and Nutrition COVID-19 Resources \(education.mn.gov/MDE/dse/health/covid19/fnsdcovid19/MDE032397\)](https://education.mn.gov/MDE/dse/health/covid19/fnsdcovid19/MDE032397) on their website. For additional guidance about school food service, visit the following websites:

- [2020-2021 Planning Guide for Schools: Health Considerations for Navigating COVID-19 \(www.health.state.mn.us/diseases/coronavirus/schools/k12planguide.pdf\)](https://www.health.state.mn.us/diseases/coronavirus/schools/k12planguide.pdf)
- [Food Service Worker Safety Information \(www.health.state.mn.us/diseases/coronavirus/schools/foodservice.pdf\)](https://www.health.state.mn.us/diseases/coronavirus/schools/foodservice.pdf)
- [Campus Dining Services Guidance for Higher Education Institutions \(www.health.state.mn.us/diseases/coronavirus/schools/ihedining.pdf\)](https://www.health.state.mn.us/diseases/coronavirus/schools/ihedining.pdf)

Can crisis shelters and soup kitchens be open and serve food to their clients?

Yes. The limitations applicable to restaurants and bars do not apply to shelters, soup kitchens, or similar institutions. MDH has prepared guidance specific to these settings at [COVID-19 Toolkit for Shelters and Drop-in Centers \(www.health.state.mn.us/diseases/coronavirus/sheltertoolkit.pdf\)](https://www.health.state.mn.us/diseases/coronavirus/sheltertoolkit.pdf).

Do take-out containers need to be tamper-resistant?

Retail food establishments should use their discretion in choosing appropriate packaging and containers for take-out food. Single-service and single-use articles must be safe and clean. This includes items such as carry-out utensils, bags, containers, or wrappers. Tightly close or seal all food items prepared for pick-up or delivery to keep them safe from tampering. Refer to the relevant industry guidance on [Best Practices for Retail Food Stores, Restaurants, and Food Pick-Up/Delivery Service During the COVID-19 Pandemic \(www.fda.gov/food/food-safety-during-emergencies/best-practices-retail-food-stores-restaurants-and-food-pick-up-delivery-services-during-covid-19\)](https://www.fda.gov/food/food-safety-during-emergencies/best-practices-retail-food-stores-restaurants-and-food-pick-up-delivery-services-during-covid-19).

It is the duty of the person in charge to ensure safe food, including food security. One way to ensure food security is to limit access to the retail food establishment, including food preparation and staging areas.

Are credit card payments and online orders required?

Not at this time. Payments should be made electronically whenever possible.

What if there is a sick employee in the retail food establishment?

See the information in the [Employee Illness](#) section at the beginning of this document and follow the guidance below.

All of MDH's standard requirements apply regarding reporting employee illness and exclusion. See [Illness Reporting for Food Establishments \(www.health.state.mn.us/people/foodsafety/dwi/empillfs.pdf\)](https://www.health.state.mn.us/people/foodsafety/dwi/empillfs.pdf).

Sore throat and fever must be reported to the person in charge. Respiratory illnesses should be recorded on the [Employee Illness Log \(www.health.state.mn.us/people/foodsafety/dwi/empillog.pdf\)](http://www.health.state.mn.us/people/foodsafety/dwi/empillog.pdf).

Lodging establishments

Room rental is allowed

- Lodging establishments are allowed to continue offering lodging rooms to guests.
- Hotel management and staff should ensure gathering sizes do not exceed capacity provided in industry guidance on the [Stay Safe Guidance for All Business Entities \(staysafe.mn.gov/industry-guidance/all-businesses.jsp\)](http://staysafe.mn.gov/industry-guidance/all-businesses.jsp) website.
- Follow proper cleaning procedures provided in the [COVID-19 Guidance for Hotel Managers and Owners \(www.health.state.mn.us/diseases/coronavirus/lodgingcleaning.pdf\)](http://www.health.state.mn.us/diseases/coronavirus/lodgingcleaning.pdf).

Food and beverage service in lodging establishments

Dining rooms and bars at hotels, motels, and similar lodging establishments must follow the [Stay Safe Guidance for Restaurants and Bars \(staysafe.mn.gov/industry-guidance/restaurants-bars.jsp\)](http://staysafe.mn.gov/industry-guidance/restaurants-bars.jsp).

Swimming pools, spas, and fitness rooms

- Swimming pools and spas in hotels must follow [COVID-19 Preparedness Plan Guidance: Requirements for Public Pools \(www.health.state.mn.us/diseases/coronavirus/poolreopen.pdf\)](http://www.health.state.mn.us/diseases/coronavirus/poolreopen.pdf).
- Fitness rooms in hotels must follow the [COVID-19 Preparedness Plan Guidance: Requirements for Gyms, Studios, and Fitness Centers \(dli.mn.gov/sites/default/files/pdf/COVID_19_preparedness_plan_requirements_guidelines_gyms_fitness_centers.pdf\)](http://dli.mn.gov/sites/default/files/pdf/COVID_19_preparedness_plan_requirements_guidelines_gyms_fitness_centers.pdf).

Frequently asked questions

Can hotels have self-service coffee/water in their lobby?

Yes, this is allowed. Encourage operators to minimize this practice if possible, and provide guidance on frequent cleaning and disinfecting of high-touch surfaces according to [Stay Safe Guidance for Restaurants and Bars \(staysafe.mn.gov/industry-guidance/restaurants-bars.jsp\)](http://staysafe.mn.gov/industry-guidance/restaurants-bars.jsp).

Public swimming pools and spas

Public swimming pools and spas may open

FAQ FOR HOSPITALITY INDUSTRY AND REGULATORY AGENCIES

- Swimming pools and spas must follow [COVID-19 Preparedness Plan Guidance: Requirements for Public Pools \(www.health.state.mn.us/diseases/coronavirus/poolreopen.pdf\)](https://www.health.state.mn.us/diseases/coronavirus/poolreopen.pdf).

The number of individuals in the pool enclosure at any one time is limited to the number for whom social distancing of 6 feet can be maintained.

Additionally, the number of customers in a pool enclosure is limited to no more than 25% of the normal capacity, up to a maximum of 250 people, whichever number is smaller. If the pool is located within a place of public accommodation with limited capacity, occupants of the pool enclosure must be included in the overall capacity of the place of public accommodation.

Manufactured home parks

Swimming pools, spas, and fitness rooms

- Swimming pools and spas must follow [COVID-19 Preparedness Plan Guidance: Requirements for Public Pools \(www.health.state.mn.us/diseases/coronavirus/poolreopen.pdf\)](https://www.health.state.mn.us/diseases/coronavirus/poolreopen.pdf).
- Fitness rooms must follow the [COVID-19 Preparedness Plan Guidance: Requirements for Gyms, Studios, and Fitness Centers \(dli.mn.gov/sites/default/files/pdf/COVID_19_preparedness_plan_requirements_guidelines_gyms_fitness_centers.pdf\)](https://dli.mn.gov/sites/default/files/pdf/COVID_19_preparedness_plan_requirements_guidelines_gyms_fitness_centers.pdf).
- Arcades, game rooms, and similar recreational or entertainment facilities must follow the [Stay Safe Guidance for Entertainment and Meeting Venues \(staysafe.mn.gov/industry-guidance/entertainment.jsp\)](https://staysafe.mn.gov/industry-guidance/entertainment.jsp).

Retail food stores may be open

Require social distancing in common areas such as coin-operated laundry, retail operations, and front-counter operations.

Storm shelters must remain open

Manufactured home parks with 10 or more manufactured homes that are required to have a storm shelter must continue to provide access to the shelter.

Recreational campgrounds

Recreational campgrounds may be open

All private and public developed campgrounds open to recreational camping must:

FAQ FOR HOSPITALITY INDUSTRY AND REGULATORY AGENCIES

- Adopt and implement a COVID-19 Preparedness Plan in accordance with [Stay Safe Guidance for Outdoor Recreational Entities \(staysafe.mn.gov/industry-guidance/outdoor-recreation.jsp\)](https://staysafe.mn.gov/industry-guidance/outdoor-recreation.jsp).
- Follow applicable state and local laws and regulations

Dispersed and remote camping sites may be used for single or multiple household use according to [Stay Safe Guidance for Outdoor Recreational Entities \(staysafe.mn.gov/industry-guidance/outdoor-recreation.jsp\)](https://staysafe.mn.gov/industry-guidance/outdoor-recreation.jsp).

- A dispersed campsite is a single campsite, not in a developed campground, used for overnight camping.
- A remote campsite is a designated backpack or watercraft campsite, not in a developed campground, used for overnight camping.

Swimming pools, spas, and fitness rooms

- Swimming pools and spas must follow [COVID-19 Preparedness Plan Guidance: Requirements for Public Pools \(www.health.state.mn.us/diseases/coronavirus/poolreopen.pdf\)](https://www.health.state.mn.us/diseases/coronavirus/poolreopen.pdf).
- Fitness rooms must follow the [COVID-19 Preparedness Plan Guidance: Requirements for Gyms, Studios, and Fitness Centers \(dli.mn.gov/sites/default/files/pdf/COVID_19_preparedness_plan_requirements_guidelines_gyms_fitness_centers.pdf\)](https://dli.mn.gov/sites/default/files/pdf/COVID_19_preparedness_plan_requirements_guidelines_gyms_fitness_centers.pdf).
- Arcades, game rooms, and similar recreational or entertainment facilities must follow the [Stay Safe Guidance for Entertainment and Meeting Venues \(staysafe.mn.gov/industry-guidance/entertainment.jsp\)](https://staysafe.mn.gov/industry-guidance/entertainment.jsp).

Retail food stores may be open

Require social distancing in common areas such as coin-operated laundry, retail operations, and front-counter operations.

Youth camps

Youth camps as defined in [Minnesota Statutes, Section 144.71 \(www.revisor.mn.gov/statutes/cite/144.71\)](https://www.revisor.mn.gov/statutes/cite/144.71), with overnight camps may start operating July 1, 2020, in accordance with the [COVID-19 Prevention Guidance for Overnight Camps \(www.health.state.mn.us/diseases/coronavirus/schools/overnightcamp.pdf\)](https://www.health.state.mn.us/diseases/coronavirus/schools/overnightcamp.pdf) and [COVID-19 Prevention Guidance for Youth and Student Programs \(www.health.state.mn.us/diseases/coronavirus/schools/socialdistance.pdf\)](https://www.health.state.mn.us/diseases/coronavirus/schools/socialdistance.pdf).

Safely Reopening Minnesota

Because the COVID-19 pandemic is changing rapidly, it is important to keep up to date with new guidance. Please follow the most current information found on these websites:

FAQ FOR HOSPITALITY INDUSTRY AND REGULATORY AGENCIES

- [Stay Safe MN \(staysafe.mn.gov/\)](https://staysafe.mn.gov/)
- [Minnesota Department of Health: Coronavirus Disease 2019 \(COVID-19\) \(www.health.state.mn.us/diseases/coronavirus/index.html\)](https://www.health.state.mn.us/diseases/coronavirus/index.html)
- [U.S. Centers for Disease Control and Prevention: Coronavirus \(COVID-19\) \(www.cdc.gov/coronavirus/2019-nCoV/index.html\)](https://www.cdc.gov/coronavirus/2019-nCoV/index.html)
- [U.S. Food and Drug Administration: Food Safety and the Coronavirus Disease \(www.fda.gov/food/food-safety-during-emergencies/food-safety-and-coronavirus-disease-2019-covid-19\)](https://www.fda.gov/food/food-safety-during-emergencies/food-safety-and-coronavirus-disease-2019-covid-19)

Enforcement of Executive Orders

The Executive Order directs local law enforcement and public health authorities to monitor and enforce the executive orders in accordance with the law. State and local licensing and regulatory entities that inspect or regulate businesses for compliance with rules and codes to protect the public are encouraged to assess regulated businesses' compliance with Executive Orders and use existing enforcement tools to bring businesses into compliance.

Pursuant to Minnesota Statutes 2019, section 12.45, a person who willfully violates the executive order is guilty of a misdemeanor, and upon conviction, must be punished by a fine not to exceed \$1,000, or imprisonment for not more than 90 days.



Minnesota Department of Health | health.mn.gov | 651-201-5000
625 Robert Street North PO Box 64975, St. Paul, MN 55164-0975

Minnesota Department of Agriculture | mda.state.mn.us | 651-201-6027
625 Robert Street North, St. Paul, MN 55155-2538

Contact health.communications@state.mn.us to request an alternate format.



Chisago County COVID-19 Vaccine Information

(Updated 3/09/2021)

Chisago County Public Health is working diligently on planning and distributing COVID-19 vaccine in a phased approach set forth by the Federal Government and the Minnesota Department of Health (MDH). Chisago County Public Health is currently finishing the remaining healthcare workers described in Phase 1a and has now expanded to vaccinating those in Phase 1b to include, those in the community that are 65+ as well as educators and childcare providers. Appointments to receive the vaccine can be made for those in the community that are 65+ by visiting the Chisago County website- [Vaccine Information page](#). A live link will be posted every Monday at 1 pm to register online or via telephone for an appointment for clinics within that week. Registration for those appointments will close on Wednesdays at 4 pm. Registrations will not be made for the next weeks appointments until the following Monday at 1 pm.

Who can get a vaccine right now?

At this time, Chisago County Public Health is only vaccinating the following groups:

- Pre-k through grade 12 educators;
- Child care workers;
- Minnesotans aged 65 and over living in Chisago County; and
- Healthcare workers providing direct healthcare services in Chisago County (and cannot telework).

Additional vaccine opportunities

- M-Health Fairview is now accepting individuals 65 years of age and older to get vaccinated at their facilities. This is available to patients and non-M-Health Fairview patients. More information can be found on the [M-Health Fairview Website](#).
- COVID-19 Community Vaccination Program: Find out about the [COVID-19 Community Vaccination Program](#) for people 65 years and older, educators, and child care workers.

For more information about COVID-19 vaccine and distribution, please visit the local and statewide resources below (information is fluid and is subject to change):

Chisago County Website: <https://www.chisagocounty.us/>

Chisago County Public Health Facebook Page:
<https://www.facebook.com/ChisagoCountyPublicHealth>

Minnesota State COVID-19 Response Website: <https://mn.gov/covid19/vaccine/whos-getting-vaccinated/index.jsp>

Minnesota Department of Health Website:
<https://www.health.state.mn.us/diseases/coronavirus/vaccine/plan.html>



Minnesota Inter-County Association

(651)222-8737 | www.mica.org

MICA Weekly Legislative Update

Issue No. 10

March 8, 2021

BENTON • BLUE EARTH • CARVER • CHISAGO • CROW WING • DAKOTA • OLMTED • OTTER TAIL • RICE • ST. LOUIS • SCOTT • SHERBURNE • STEARNS • WASHINGTON • WINONA

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Health & Human Services
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Leadership and Overall

The first committee deadline is one week away. Evening meetings have already been scheduled for most days this week as lawmakers work to have bills acted upon favorably in their house of origin by Friday, March 12. The second deadline follow one week later (March 19), for committees to act favorably on bills, or companion bills, that met the first deadline in the other body.

With many bills under consideration in one body but not the other, expect one of two scenarios to play out for the remainder of session. Either a sizable chunk of policy language will be considered dead as of the end of the month, or perhaps more likely, a large amount of policy language will make its way into omnibus bills for later consideration.

Few specifics have been announced publicly related to setting of biennial budget targets. Those critical committee instructions often closely follow 2nd committee deadlines. The recent forecast turnaround from deficit to surplus, anticipated Governor' budget revisions, and final passage of the federal covid recovery package leaves an unusual amount of uncertainty at this stage in the biennial budget process.

On Saturday, the U.S. Senate passed a \$1.9 trillion coronavirus recovery package that included a somewhat smaller, \$220 billion in direct payments to state and local governments. Key highlights include that:

- \$65 billion would be distributed on a largely per capita basis
- The funds would be distributed in two tranches, with the first tranche being distributed not less than 60 days following final enactment, and the second tranche no later than 12-months following the first payment
- Covered period would begin March 3, 2021 and ends the last day of the calendar year in which the county has expended all of the funds. All funds must be spent by December 31, 2024.
- Allowable uses include costs to
 - "respond to the public health emergency with respect to the Coronavirus Disease (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - "for the provision of government services to the extent of the reduction in revenue county due to such emergency; or
 - "(C) to make necessary investments in 14 water, sewer, or broadband infrastructure."

None of the federal recovery funds can be used to make a deposit into a pension fund. Funds may be transferred to certain private non-profits or specialty local government entities (e.g., joint-powers agreements or special districts) for allowable uses. Use of the funds will be subject to periodic, but as of yet unspecified, reporting requirements and recoupment of misspent funds. NaCo has updated its [estimates](#) of distributions for individual counties.

Bonding and Capital Investment – Matt Massman (651-222-8737)

Last Week

The [House Capital Investment Committee](#) heard the Governor's bonding recommendations on Tuesday, along with eight local bonding project requests on Thursday. The Governor [proposed](#) \$518 million in new bond authorizations, including \$240 million GO mostly for state agency and higher education asset preservation, and \$250 million appropriation bonds-\$100M for housing infrastructure bonds and \$150 million for Redevelopment Bonds for areas damaged during the 2020 civil unrest.

This Week

The [House Capital Investment Committee](#) will continue an aggressive hearing scheduled demonstrating the broad interest in a 2022 bonding bill by hearing nearly two dozen local project requests in hearings on Tuesday and Thursday (8:30 a.m.).

Senate Capital Investment has no scheduled hearings this week.

Taxes and Fiscal Policy – Matt Massman (651-222-8737)

Last Week

[Senate Tax Committee](#) approved [SF263](#) (Bakk) providing for state income tax conformity to federal tax law changes for forgivable PPP loans and related expense deduction, as well as Section 179 expensing adjustments. The bill was amended to also allow a exemption of \$3000 of the COVID unemployment payments to individuals in 2020. The bill was approved on a voice vote and sent to the Senate floor. Tax bills, however, must originate in the House of Representatives and that body has not yet indicated an intent to produce a tax bill in advance of the omnibus tax bill later in session.

The [House Tax Committee](#) heard [HF1503](#) (Davids) on Wednesday, a bill providing for general refund exemption for sales paid on materials and supplies used in the construction of any public police fire station, or related facilities. House Tax Committee

is hearing two more similar bills this week. With the positive forecast now elevating expectations, MICA is pressing for a percentage-based refund exemption with 100% exemption being the goal so that all local governments benefit.

Among last weeks' bill introductions with relevance for counties;

[HF1791](#) (Gomez) – creates a new state aid program and appropriates \$55 million to distribute to counties to combat youth homelessness (24 years or younger). County allocations would be based on each county's share of "students experiencing homelessness" as maintained by MDE data) The bill further specifies allowable uses to fund "family homeless prevention and assistance projects." Projects may be administered by a county, city, Tribe, or groups of them or a CBO for rental

assistance and/or targeted case management services to improve housing stability for the youth and their family and related costs. The bill was heard in the House [Preventing Homelessness Division](#), and rereferred back to [Human Services Finance and Policy](#).

- [SF1540](#) (Utke) – A bill allowing counties to file policies of no net gain of state lands adopted by the county board.
- [SF1628](#) (McEwen) – A bill exempting certain elderly living facilities from taxation if certain requirements are met.
- [HF1695](#) (Baker) – A bill granting State general tax exemptions for qualified businesses.
- [HF1741](#) (Berg) – A bill modifying the disabled veterans homestead market value exclusion on property taxable market value.

This Week

As of this writing, the [Senate Tax Committee](#) has one hearing scheduled – a presentation of the [2021 Tax Incidence Study](#)—on Tuesday at 8:30 a.m.

[Senate Finance Committee](#) will meet both Tuesday (8:30 a.m.)—to hear [SF1156](#) increasing the medical assistance reimbursement rate for administration of COVID-19 vaccine; and on Thursday (8:30 a.m.) to hear [SF1089](#) (Marty). As introduced, SF1089 was going to require local governments to seek FEMA reimbursement for any potentially FEMA eligible cost that the local government had used CARES Act funds to pay for, and then return any

reimbursements to the state. MICA and local associations have been working with the author; an extensive amendment to be more workable for local governments is anticipated.

[House Property Tax Division](#) will meet twice again this week. On Wednesday (3:00 p.m.), the Committee will hear of tax increment and property tax base law changes of interest to counties, including:

- [HF1736](#) (Fischer) allowing unobligated TIF increments to be transferred to a municipalities General Fund.
- [HF1587](#) (Torkelson) extending the five-year pooling rule to ten years for redevelopment districts located outside the metropolitan area.
- [HF1157](#) (Howard) reducing the class rate for all class 4d value from 0.75% to 0.25%.
- [HF1298](#) (Her) requiring the Commissioner of Revenue to conduct a study on the impacts of the existing of 4d property classification, including the resulting tax reductions, tax shifts on to certain other classes of property, impact on property tax refunds and other factors.

On Thursday (1:00 p.m.), the Division will hear eight local option sales bills (Moorhead, Carlton County, St. Cloud, Staples, Waite Park, Crosslake, Little Falls and Mille Lacs County).

Transportation – Steve Novak (763-458-8232)

The House and Senate met on Monday and Thursday. There was no floor action on any transportation bills.

The transportation highlight of the week were the Thursday House and Senate transportation committee hearings. The House hearing featured presentations by the MnDOT commissioner and

Met Council chair laying out the governor's budget. County commissioners from Washington, Anoka, Ramsey and Hennepin spoke out forcefully against the proposal to shift the financial burden of capital maintenance on transit guideways from the state to counties. The Senate hearing heard bills from

multiple jurisdictions around Minnesota featuring local road and bridge projects.

The following is a sample of transportation bills introduced in the last week:

Petersburg introduced: [H.F. No. 1692](#), relating to motor vehicles; amending proctoring requirements for online driver's license knowledge testing; amending Minnesota Statutes 2020, section 171.13, subdivision 9.

Nash introduced [H.F. No. 1698](#), relating to transit; defining light rail transit and streetcars; prohibiting use of state funds for operating costs of future light rail lines; defining operating costs for purposes of state share of light rail operating costs; prohibiting use of state funds for capital costs of light rail; amending Minnesota Statutes 2020, sections 473.121, by adding subdivisions; 473.4051, subdivision 2,3.

Bernardy introduced [H.F. No. 1788](#), relating to transportation; requiring commissioner of transportation to implement trunk highway performance measures and annual targets;

requiring a report; amending Minnesota Statutes 2020, section 174.03, subdivision 12.

Senator Tomassoni introduced [S.F. No. 1741](#), relating to transportation; taxes; modifying the allocation of motor vehicle rental fee revenue; amending Minnesota Statutes 2020, section 287A.64, subdivision 5.

Senators Johnson, Westrom, and Lang introduced [S.F. No. 1784](#), relating to motor vehicles; amending provisions relating to stopping and weighing vehicles; amending record-keeping requirements for weighing trucks; amending Minnesota Statutes 2020, sections 168.85, subdivision 1; 169.872, subdivisions 1.

Senator Howe introduced [S.F. No. 1602](#), relating to transportation; imposing a tax on electric fuel distributed by a utility through an electric vehicle charging station at a public or private parking space; proposing coding for new law in Minnesota Statutes, chapter 296A; repealing Minnesota Statutes 2020, section 168.013, subdivision 1m.

Last Week

The Minnesota engineers held their weekly teleconference Monday morning. Information was exchanged and strategies were discussed related to a variety of transportation policy bills. Several Zoom and telephone meetings were held with a wide variety of legislators.

House and Senate transportation committees both met on Tuesday and Thursday afternoon. The following were the agendas for those meetings:

Transportation Finance and Policy

Tuesday, March 2, 2021

Chair: Rep. Frank Hornstein

Agenda:

- [HF9](#) (Greenman)
- [HF607](#) (Bahner)
- [HF1379](#) (Koegel)
- [HF964](#) (Hornstein)

Committee on Transportation Finance and Policy

Tuesday, March 2, 2021

Chair: Senator Scott J. Newman

Agenda:

- [S.F. 0675](#) (Ruud) - Manufactured home certificates of title provisions modifications

- [S.F. 0948](#) (Johnson) - State Capitol complex electric vehicle charging stations user payment requirement for electricity consumed
- [S.F. 1326](#) (Howe) - State patrol troopers compensation setting provisions and appropriations modifications
- [S.F. 1446](#) (Coleman) - Drivers license and identification cards data dissemination for social security card applications authorization
- [S.F. 1151](#) (Newman) - Highway user tax distribution funds or trunk highway funds use for bicycle lanes or routes prohibition; vehicle travel lanes conversion to bicycle lanes prohibition
- [S.F. 1364](#) (Newman) - Transportation Programming and Investment Committee establishment, duties, and appointments
- [S.F. 1513](#) (Dibble) - Metropolitan council issuance of administrative citations for transit fare evasion and impose civil fines authorization

Transportation Finance and Policy

Thursday, March. 4, 2021

Chair: Rep. Frank Hornstein

Agenda:

- [HF162](#) (Fischer) Homeless youth birth record and ID card issuance procedures established, data classified, and money appropriated.
- [HF1027](#) (Hornstein) - Art. 1, Sec. 2 and Art. 1, Sec. 3; Article 2 and Article 3 **Informational Only (Governor's Budget Recommendations for Metropolitan Council and MnDOT)

Committee on Transportation Finance and Policy

Thursday, March 4, 2021

Chair: Senator Scott J. Newman

Agenda:

- [S.F. 1216](#) (Pratt) - Scott county interchange project bond issue and appropriation
- [S.F. 1234](#) (Kent) - Washington County bridge over I-694 bond issue and appropriation
- [S.F. 1193](#) (Koran) - Chisago county marked U.S. highway #8 reconstruction appropriation

- [S.F. 1453](#) (Pappas) - St. Paul eastbound Kellogg Bridge replacement bond issue and appropriation
- [S.F. 1107](#) (Ingebrigtsen) - Culvert construction under U.S. Highway 29 in Douglas County bond issue and appropriation
- [S.F. 0860](#) (Hoffman) - Anoka County U.S. Highway 10/169 interchange improvements bond issue and appropriation
- [S.F. 0384](#) (Hoffman) - Anoka county marked US highway #10 strategic congestion mitigation appropriation and bond issue
- [S.F. 1366](#) (Benson) - Zimmerman Sherburne county state-aid highway #4 and U.S. highway #169 interchange appropriation and bond issue
- [S.F. 1117](#) (Kunesh) - Fridley Northtown rail yard overpass bond issue and appropriation
- [S.F. 1738](#) (Mathews) - Becker interchange project bond issue and appropriations
- [S.F. 1679](#) (Newton) - Blaine 99th Avenue at Marked Trunk Highway 65 road intersection and associated improvements bond issue and appropriation
- [S.F. 0392](#) (Kiffmeyer) - Albertville to Monticello segment of interstate highway #94 additional travel lane construction appropriation and bond issue
- [S.F. 1122](#) (Johnson Stewart) - Hennepin County Road #47, Northwest Boulevard, in Plymouth bond issue and appropriation
- [S.F. 0281](#) (Osmek) - Chanhassen trunk highway #41 roundabout construction appropriation and bond issue
- [S.F. 1260](#) (Osmek) - Medina to Corcoran trunk highway #55 project bond issue and appropriation
- [S.F. 0733](#) (McEwen) - Duluth Aerial Lift Bridge repair bond issue and appropriation
- [S.F. 0407](#) (Jasinski) - Rice county interstate highway #35 interchange feasibility study appropriation

- [S.F. 0317](#) (Senjem) - Olmsted County Trunk Highway 14 and County Road 104 Interchange project description for an earlier appropriation modification

Driver and Vehicle Systems Oversight Committee

Friday, March 5, 2021

Chair: Sen. Scott Newman, Rep. Frank Hornstein

Agenda:

- Overview of MNDRIVE Implementation

Friday morning, Senator Scott Newman, R, Hutchinson; Chair, Transportation Finance and Policy Committee and Charlie Zelle, Met Council Chair were our special guests at the monthly MICA engineers committee meeting. There was a good exchange between the two commissioners and MICA engineers on a number of issues. Transportation finance and bonding were discussed with Senator Newman and the issue of transit guideway policy was discussed with Met Council Chair, Charlie Zelle.

This Week

The House and Senate will meet on Monday, Wednesday and Thursday. Minnesota engineers will teleconference at 9 a.m. Monday. The House and Senate transportation committees will meet on Tuesday and Thursday afternoon. The following are the agendas known at this time:

Transportation Finance and Policy

Tuesday, March. 9, 2021

Chair: Rep. Frank Hornstein

Agenda:

- [HF1163](#) (Winkler) - Noncompliant driver's license or ID card requirements modified; changes made related to eligibility, lawful proof presence, primary and secondary documentation, and data practices; technical changes made; and money appropriated.
- [HF1682](#) (Hornstein) - Transportation department funding provided for aeronautics purposes, and money appropriated.
- [HF1683](#) (Hornstein) - Cross-references corrected.
- [HF1684](#) (Hornstein) - Transportation department technical changes made to remove obsolete language dates.

Public Safety and Criminal Justice Reform Finance and Policy

Tuesday, March. 9, 2021

Chair: Rep. Carlos Mariani

Agenda:

- Transportation Safety Day
- I. [HF502](#) (Moller) DWI offenders not required to take a specified examination as a condition of driver's license reinstatement.
- II. [HF1199](#) (Klevorn) Driving privilege reinstatement with ignition interlock provided
- III. [HF1306](#) (Elkins) Metropolitan Council authorized to issue administrative citations for transit fare evasion and impose civil fines, and technical and clarifying changes made.
- IV. [HF695](#) (Becker-Finn) Driving under the influence provisions for recreational vehicle enforcement uniformity provided, and criminal penalties provided
- Bills may still be added to this agenda.

Committee on Transportation Finance and Policy Tuesday, March 9, 2021

Chair: Senator Scott J. Newman

Agenda:

- [S.F. 1534](#) (Duckworth) - Minnesota 100 Club special motor vehicle plates establishment; appropriation
- [S.F. 1669](#) (Duckworth) - Dakota county interstate 35 study and interchange project appropriation
- [S.F. 0738](#) (Duckworth) - Counties that impose the county transportation sales and use tax reporting requirements establishment
- [S.F. 0656](#) (Duckworth) - Same day drivers licenses and identification cards issuance
- [S.F. 1529](#) (Duckworth) - Busway operating costs local contribution prohibition
- [S.F. 1019](#) (Koran) - Provisions governing the Office of Legislative Auditor activities modification and appropriation
- [S.F. 0528](#) (Coleman) - S. Highway #212 expansion to four lanes between Norwood Young America and Cologne bond issue and appropriation
- [S.F. 1368](#) (Coleman) - Trunk Highway 212 right-of-way acquisition and construction appropriation
- [S.F. 1359](#) (Coleman) - Victoria, Chaska, and Chanhassen Carver county state-aid highway #18 improvements appropriation and bond issue
- [S.F. 0583](#) (Newman) - Highway user tax distribution fund and trunk highway fund use for specified purposes prohibition; appropriating money.

In addition, several legislative contacts are scheduled including a Zoom meeting for Matt and I with Senate Majority Leader, Paul Gazelka, R, East Gull Lake, Crow Wing County.

Health and Human Services – Nancy Silesky (612-747-7242)

Last Week

The first committee deadline is one week away. Evening meetings are already scheduled for most days this week as lawmakers work to have bills acted upon favorably in their house of origin by Friday, March 12.

Vaccine Update

State health officials reported Saturday that the statewide tally for people who have received at least one vaccine totals 1,016,274 – approximately 18.3 percent of the state's population. The Health Department says 543,696 Minnesotans have completed the two-dose vaccine series, up from last Saturday's count of 430,819.

Type 1 Diabetes and some people with high-risk rare medical conditions, such as ALS and Cystic Fibrosis, were added to the state's next phase of COVID-19 vaccine priority groups by health officials. Those

diseases were not initially included when the qualifying medical conditions were previously announced. MDH Commissioner Jan Malcolm said the changes were made to align the state with federal guidance.

Incorrect Payments re: Institutions of Mental Disease (IMD)

Representative Anne Neu Brindley (R-North Branch) introduced [HF1738](#), which would require DHS to reimburse counties in the amount of \$8.812 million for substance use disorder services provided in IMDs for which the costs were ineligible for federal

funding. The bill was referred to the House Human Services Finance and Policy Committee. Senator Paul Utke (R-Park Rapids) is the author of the Senate companion (SF1188).

Minnesota Telehealth Act

[SF1160](#) (Rosen; R-Vernon Center) was heard in the Senate Commerce Committee. The proposal would modify coverage for health care services and consultation provided through telehealth. The bill makes, expands, and clarifies coverage of telehealth services under private sector insurance, MA and MinnesotaCare. A number of provisions in the bill make ongoing telehealth-related changes that would otherwise expire 60 days following the end of the peacetime emergency.

The bill would:

- Add mental health practitioners to the group of providers that can provide telehealth services;
- Include audio-only communications in the definition of telehealth and provides coverage for telemonitoring;
- Expand the scope of provisions that seek to ensure parity in reimbursement and coverage between telehealth and in-person visits;
- Modify telehealth requirements for mental health and substance use disorder treatment and case management services;
- Eliminate the three visit per week limit on MA and MinnesotaCare coverage of telehealth services; and
- Make additional providers eligible to provide telemedicine services, and makes other changes expanding the use of telehealth in MA and MinnesotaCare.

Senator Rosen, the champion of everything telehealth for the last several years, concluded her comments by indicating that telehealth is intended to complement the health care delivery system – not to replace face-to-face visits. The committee passed the bill and referred it to the Senate Human

Services Reform Finance and Policy Committee where it will be heard on Tuesday.

Basic Sliding Fee

Representative Laurie Pryor (DFL-Minnetonka) is the author of [HF1467](#), which would modify how families are prioritized on the BSF waiting list and modifies the formula for allocating money to counties for their BSF programs. Regarding the waiting list reprioritization, the bill shifts transition year extension families (those that have left MFIP and are receiving MFIP child care assistance until they can be moved from the BSF waiting list to BSF child care assistance) from the second priority group under current law to the last priority group. The bill also establishes a new priority group (eligible families who are not in any other priority groups) and makes them the third priority group.

Regarding the changes to the allocation formula, the bill removes the requirement for up to one-quarter of BSF funding to be allocated according to each county's six-month average number of families on the waiting list in the first, second, or third priority groups and each county's reinstatement list (i.e., a list of families whose assistance was terminated because of insufficient funds). The bill provides that up to one-half (instead of one-quarter) of BSF funding is allocated according to each county's most recent 12 (instead of six) months of waiting lists and reinstatement lists.

A fiscal note has been requested. The bill was laid over for possible inclusion in the committee's omnibus bill.

County Waiver Bill

Senator Carla Nelson (R-Rochester) is the author of [SF1324](#), which would permanently extend certain policies implemented pursuant to waivers issued by DHS during the COVID-19 peacetime emergency:

- Would permit the minimum required for certain targeted case management contacts to

be conducted by interactive video for up to two consecutive contacts following each in-person contact, subject to an annual limit of 50 percent of the contacts being conducted by interactive video, for purposes of MA reimbursement;

- Would authorize certain long-term care assessments to be conducted remotely;
- Would permit housing support temporary absence payments to exceed the 18-day absence period up to 150 days per year, for individuals who are temporarily absent due to residential behavioral health treatment or health care treatment that requires admission to an inpatient health care facility; and
- Would permit Minnesota Family Investment Program (MFIP) and Diversionary Work Program (DWP) applications to be submitted remotely (online or via telephone); authorize assistance to begin on the date that the application is submitted; permit applicant interviews to be conducted by telephone; and require a signed application to be submitted within 30 days of an application submitted by telephone or online. Would also eliminate the requirement for MFIP caregiver orientation to be face-to-face.

Sherburne County Commissioner Lisa Fobbe and Angela Youngerberg, Blue Earth Human Services Director of Business Operations, testified on behalf of counties regarding the significant vetting process exercised to come up with the efficiencies included in this proposal. They noted that there are other bills moving through the process that include additional waivers that counties would like to see made permanent, specifically the Rosen/Morrison telehealth bill (SF1160/HF1412).

The Senate Human Services Reform Finance and Policy Committee passed the bill and referred it to the Senate Health & Human Services Finance and Policy Committee.

Representative Dan Wolgamott (DFL-St. Cloud) introduced the House companion (HF1822) this week. It will be heard on Wednesday in the House Human Services Finance and Policy Committee.

Right to counsel provided in public housing eviction actions

[HF450](#) (Richardson; DFL-Mendota Heights) was heard in the House Judiciary Finance & Civil Law Committee. The bill would require the court to provide an attorney to defendants in certain types of eviction cases when the defendant lives in public housing and cannot afford an attorney.

When asked how the bill would be funded, Representative Richardson indicated that she was working with stakeholders, including counties and the courts. She indicated that, based on historical records, it would be very small in scope – possibly as few as 60 cases a year, and that the cost would be no more than \$1,000 per case. She also talked about potential savings in other areas, including out-of-home placement costs for foster care and costs relating to sheltering individuals. The bill was laid over for possible inclusion in the committee's omnibus bill.

Foster Care Licensing

Representative Athena Hollins (DFL-St. Paul) is the author of [HF1287](#), which aims to remove barriers to kinship placements that disproportionately impact people of color and bring foster home licensing standards more in line with current adoption standards and federal policy.

The bill would modify provisions relating to licensure and background studies for individuals applying for family foster setting licenses. The bill creates new disqualification criteria for individuals seeking family foster setting licensure and allows for licensure denial and licensing action for specified non-disqualifying background study information that reflects on an applicant's ability to safely care

for children. It also makes conforming changes in relevant sections of statute and requires the Commissioner of Human Services to establish family foster setting licensing guidelines for county and private licensing agencies.

People would still be permanently disqualified for a range of felony-level convictions, crimes, and conduct – including murder, manslaughter, first-degree assault or assaults involving children, domestic assault, spousal abuse, child abuse or neglect, other crimes against children, and any actions that resulted in death or involved sexual abuse. They would be disqualified for a five-year period following other listed felony-level convictions, including drug-related crimes, criminal vehicular operation, robbery, burglary, witness tampering, and arson. Someone whose parental rights were terminated would also be disqualified from family foster setting licensure for 20 years.

The bill would:

- Improve information sharing between the Department of Human Services and counties;
- Require the Department to develop family foster setting licensing guidelines for county agencies and private agencies; and
- Appropriate \$115,000 in fiscal year 2022 and an undetermined amount in fiscal year 2023 from the General Fund to cover costs related to implementation.

It assumes federal financial participation of \$37,000 in fiscal years 2022 and 2023.

The House Human Services Reform Finance and Policy Committee passed the bill on a unanimous vote of 18-0 and referred it to the House Judiciary and Civil Law Committee. The Senate companion (SF1558) is sponsored by Senator Julie Rosen (R-Vernon Center); it is scheduled to be heard in the Senate Human Services Reform Finance and Policy Committee on Tuesday.

Medical Cannabis

There is growing support in Minnesota's divided Legislature for a dramatic expansion of the state's medical cannabis program, allowing patients 21 and older to purchase the raw, plant form of cannabis and smoke it. Minnesota's current program, one of the most restrictive in the nation, only allows access to cannabis extracts in the form of processed liquids, pills and oils. Advocates have argued for years that the ban on cannabis in its most natural form - the raw flower - has driven up costs of the program.

The Senate Health and Human Services Finance and Policy Committee heard a trio of bills aimed at modernizing the five-year-old medical marijuana program. All were ultimately combined into [SF1179](#) (Koran; R-North Branch), which was sent to the Senate floor. The bill now includes provisions to continue pandemic-related provisions such as curbside delivery; adds opioid addiction as one of the medical conditions for which marijuana can be authorized; and allows producers to make and sell marijuana in dried flower form.

It also comes as the debate over recreational marijuana is gaining steam at the Capitol, where House Democrats have pushed an adult-use legalization bill through its first-ever legislative committees. Senate Republicans who support expanding the medical cannabis program said during the medical cannabis hearing that the two efforts should not be linked. Chair Michelle Benson (R-Ham Lake) stated that this "is a sincere step to update our medical cannabis program, it's not a path to legalization."

Cannabis Legalization

House Majority Leader Ryan Winkler (DFL-Golden Valley) is the author of [HF600](#), which would legalize recreational marijuana.

The bill would set up a regulatory framework for adult use of cannabis and establishes taxes. A new

Cannabis Management Board would be created to oversee recreational use, as well as the state's existing medical cannabis program. The House Workforce and Business Development Finance and Policy Committee passed the bill on a 10-2 vote and referred it to the House Agriculture Committee.

Senator Melisa Franzen (DFL-Edina) is the chief sponsor of the Senate companion bill (SF757). It awaits action in the Senate Judiciary and Public Safety Finance and Policy Committee.

MFIP/DWP Applications

Senator John Hoffman (DFL-Champlin) is the author of [SF1331](#), which would enable applicants of the Minnesota Family Investment Program and the Diversionary Work Program to submit applications by telephone or online in addition to submitting a physical application; would authorize assistance to begin on the date that the application is submitted; would permit applicant interviews to be conducted by telephone; and would require a signed application to be submitted within 30 days of an application submitted by telephone or online. The bill also would eliminate the requirement for MFIP caregiver orientation must be face-to-face.

The bill was laid over for possible inclusion in the Senate Human Services Reform Finance and Policy Committee. **This language is also contained in the County Waiver Extension bill (SF1324/HF1822).**

Family Home Visiting

- Senator Julia Coleman (R-Chanhassen) has introduced [SF1360](#), which establishes a home visiting program for pregnant women and families with young children. The commissioner of health would be directed to award grants to organizations to start up or expand evidence-based, evidence-informed, or promising practice home visiting programs. The bill would appropriate \$16.5 million in each of fiscal years 2022 and 2023 for the

grants. The bill will be heard in the Senate Health and Human Services Finance and Policy Committee on Monday.

Representative Kristin Bahner (DFL-Maple Grove) is the author of the House companion (HF1197) which was heard in the House Early Childhood Committee on Thursday. It passed on a 10-2 vote and was referred to the House Health Finance and Policy Committee.

- Representative Kristin Bahner also introduced [HF1930](#), which would increase funding for family home visiting from \$33 million to \$278 million per biennium. While current funding supports approximately 10 percent of eligible pregnant women and families with young children, it is estimated that the increased funding would support nearly 81,000 more families. The bill was referred to the House Early Childhood Committee.

Child Blood Levels

Representative Fae Lee (DFL-Minneapolis) is the author of [HF938](#), which would establish goals that no child shall have a blood lead level of 5 micrograms per deciliter or higher by January 1, 2023, and that no child shall have a blood lead level of 3.5 micrograms per deciliter or higher by January 1, 2025.

Would require MDH to report annually the extent to which children in the state are tested for lead exposure and the number of children in the state with blood lead levels equal to or greater than 3.5 micrograms of lead per deciliter of whole blood.

The House Preventive Health Policy Division passed the bill on a unanimous vote and referred it to the House Health Finance and Policy Committee.

Housing

- Representative Kaohly Vang Her (DFL-St. Paul) is the author of [HF601](#), which would allow a person to maintain housing while temporarily absent due to residential behavioral health treatment or health care treatment that requires admission to an inpatient hospital, nursing facility or other health care facility. The room and board rate for the individual would be paid beyond an 18-calendar-day absence period and may exceed 60 days in a calendar year. The bill was laid over for possible inclusion in the House Human Resources Finance and Policy Committee. **Similar language is also contained in the County Waiver Extension bill (SF1324/HF1822).**
- More state funding could be used over the next 10 years to increase housing options for low- and middle-income homebuyers. Sponsored by Representative Jennifer Schultz (DFL-Duluth), [HF998](#) would dedicate a portion of taxes on property deeds and mortgage registries to the [Workforce and Affordable Homeownership Development Program](#) from 2022 to 2032.

The set-asides could amount to \$10 million annually. The homeownership program provides governments, agencies, businesses, nonprofits and Native American tribes with funds to buy, construct and fix up housing units for homebuyers, who must have incomes below 115 percent of the area median income - \$103,400 for a Twin Cities family of four.

The bill would also allow the Housing Finance Agency, which administers the program, to provide loans in addition to grants.

The bill was unanimously approved by the House Housing Finance and Policy Committee and referred to the House Taxes Committee. Its companion (SF1474) is sponsored by Senator David Senjem (R-

Rochester) and awaits action by the Senate Housing Finance and Policy Committee.

Homelessness Prevention

To help the thousands of Minnesota students and families who experience homelessness, \$55 million could be dedicated each year to family homelessness prevention and assistance. Sponsored by Representative Aisha Gomez (DFL-Minneapolis), [HF1791](#) would make the funds available to counties in 2022 and beyond, depending on how many homeless students they have.

Counties could use the money or distribute it to cities, Native American tribes and community-based nonprofits, which are also eligible for funds, but those dollars would need to go to help homeless youth and families with grades pre-K-12 students who are homeless or at risk of homelessness. Projects could include rental assistance, support and case management services and connecting families with social services.

The bill was approved along party lines by the House Preventing Homelessness Division and referred to the House Human Services Finance and Policy Committee. There is no Senate companion at this time.

In 2019, the Legislature gave a \$3.5 million base appropriation to the Housing Finance Agency's [Homework Starts with Home grant program](#), which provides rental assistance to highly mobile families with school-aged children. Governor Walz is recommending an additional \$1 million for the program in the 2022-23 biennium, which his administration says would serve 185 more families.

Representative Gomez said \$55 million would help up to 10,000 families who are homeless or at risk of homelessness each year.

Enhanced Asthma Care Services

Representative Kelly Morrison (DFL-Deephaven) is the author of [HF1793](#), which make enhanced asthma care services a benefit under Medical Assistance. The bill also allows MA to volume purchase allergen-reducing products and classifies these products as durable medical equipment. The House Human Service Finance and Policy Committee heard the bill on Friday; it was laid over for possible inclusion in the committee's omnibus bill. There is no Senate companion at this time.

Crisis Stabilization Services

[HF1305](#), sponsored by Representative Jordan Rasmusson (R-Fergus Falls), aims to make residential crisis stability units a more viable part of the state's mental health services system by authorizing DHS to set statewide payment rates

specific to the care they provide. These units provide a low-cost alternative to hospitalization for people who don't necessarily need that more intensive level of care and can be covered by both private insurance and public plans like MA. However, they are currently reimbursed as adult foster care providers, which does not accurately reflect the cost of the care provided,

If passed, it would be effective August 1, 2021, or upon federal approval, whichever is later. A fiscal note is not yet available.

The House Human Services Finance and Policy Committee laid the bill over for possible inclusion in its omnibus bill. A Senate companion (SF1292) is sponsored by Senator Bill Ingebrigtsen (R-Alexandria) and is scheduled to be heard in the Senate Human Services Reform Finance and Policy Committee on Thursday.

This Week

With five short days until the first committee deadline, this week's calendar is filled with dozens of bills. County priorities include Representative Wolgamott's waiver extension bill (HF1822), which will be heard on Wednesday; the Rosen/Morrison telehealth bills, which will be heard in both bodies; Family First prevention; eviction moratorium; Family Home Visiting; and tobacco prevention – to name a few.

Legislative Hearings of Note

Monday, March 8

House Judiciary and Civil Law

- [HF835](#) (Her) various housing provisions **this bill already received a full hearing and testimony was taken; it is being noticed for the purposes of a motion to re-consider. We will be laying the bill over in committee, pending a completed fiscal note. No additional testimony or committee discussion will occur on this bill**
- [HF1653](#) (Moller) DHS provisions relating to data and guardianship
- [HF1340](#) (Noor) **Family First Prevention Act** [committee discussion will focus on Sections of

the bill that fall within the Judiciary/Civil Law's jurisdiction, which include Article 1: Sec. 11, Sec. 12; Art. 2 Sec. 4, Sec. 5 & Sec. 6].

- [HF1151](#) (Agbaje) African American Family Preservation Act [committee discussion will focus on Sections of the bill that fall within the Judiciary/Civil Law's jurisdiction, which include: Section 6, Section 7--relating to civil law; Section 9, Subd. 5, relating to data].

House Health Finance and Policy:

- [HF1412](#) (Morrison) Health care service and consultation telehealth coverage modified.
- [HF745](#) (Hornstein; DFL-Minneapolis) HIV prevention or treatment medications

exempted from medical assistance and MinnesotaCare co-payments.

- [HF855](#) (Hollins; DFL-St. Paul) HIV preexposure prophylaxis and HIV postexposure prophylaxis dispensing by a pharmacist without a prescription authorized.
- [HF1904](#) (Baldon) Drug formulary and prior authorization provisions modified, preferred drug list requirements modified, and Formulary Committee reorganizing report required. *(Informational-Only)*

Senate Health and Human Services Finance and Policy

- [SF1535](#) (Duckworth) Birth and death records access modification.
- Mother and Baby Programs Overview: Minnesota Department of Health
Minnesota Department of Human Services
- [SF735](#) (Wiklund) Medical assistance postpartum coverage extension.
- [SF1360](#) (Coleman) Pregnant women and families home visiting program establishment and appropriation.

Tuesday, March 9

House Early Childhood Finance and Policy:

- [HF1747](#) (Baldon) Child care assistance rates modified, and commissioner of management and budget directed to forecast basic sliding fee child care assistance program.
- [HF871](#) (Bernardy) School readiness plus program continued.
- [HF1876](#) (Pryor) Parent Aware; early childhood program quality rating and improvement system modified, and money appropriated.

House Human Services Finance and Policy:

- [HF947](#) (Pinto) Delinquent children and youth in detention facility visual inspection prohibited, delinquent children and youth in detention facility disciplinary room time prohibited, and delinquency and detention age raised to 13 years old.

- [HF821](#) (Koegel) Unused dependent care flexible spending account fund carryover required in benefit plan years 2020 and 2021.
- [HF611](#) (Noor) Supplemental nutrition assistance program (SNAP) gross income limit modified.
- [HF1785](#) (Noor) Minnesota Family Investment Program (MFIP) onetime supplemental payment funding provided, and money appropriated.
- [HF1786](#) (Noor) COVID-19; food relief grant program funding provided, and money appropriated.

House Health Finance and Policy

- [HF1854](#) (Bierman) Health care governing policy provisions modified, coverage mandates exempted for managed care plans or county-based purchasing plans when plan providing coverage under medical assistance or MinnesotaCare, Health Services Advisory Council composition changed and duties clarified, Formulary Committee sunset provision removed, and various other provisions modified. *(Pending floor referral)*
- [HF572](#) (Morrison) Tobacco use prevention and cessation account established, revenue dedicated, and money appropriated. *(Pending floor referral)*
- [HF1197](#) (Bahner) Pregnant women and family home visiting program established, and money appropriated. *(Pending re-referral)*
- [HF162](#) (Fischer) Homeless youth birth record and ID card issuance procedures established, data classified, and money appropriated. *(Pending re-referral)*
- [HF1918](#) (Reyer) Commissioner of human services required to establish an advisory committee to develop recommendations for a dental home pilot project, and report to legislature required. *(Pending floor referral)*
- [HF648](#) (Koegel) Health plans prohibited from limiting opioid testing. *(Pending re-referral)*

- [HF1796](#) (Liebling) Human services commissioner required to report annually on managed care and county-based purchasing plan provider reimbursement rates.

House Judiciary

- [HF1287](#) (Hollins); child foster care

Senate Human Services Licensing Policy

- [SF1762](#) (Kiffmeyer) Family Child Care Task Force recommendations implementation

Senate Finance

- [SF1156](#) (Benson) COVID-19 vaccination administration medical reimbursement rate increase and appropriation.

Senate Human Services Reform Finance and Policy

- [SF1160](#) (Rosen) Minnesota Telehealth Act (Pending Re-referral. Only the portions relating to case management services will be heard).
- [SF1558](#) (Rosen) Child foster care and background studies provisions modifications.
- [SF795](#) (Murphy, E.) Child care assistance program disqualification for child care providers that rely upon representations of compliance prohibition.
- [SF796](#) (Murphy, E.) Ramsey County day school child care assistance overpayment appropriation authorization.
- [SF1257](#) (Benson) Background studies requirement exemption for licensed persons.
- [SF1350](#) (Utke) Substance use disorder treatment provider paperwork reduction and systems improvement recommendations by the commissioner of human services; appropriation.
- [SF709](#) (Nelson) Intensive nonresidential rehabilitative mental health services eligibility, training, and service requirements modifications.

- [SF933](#) (Nelson) Children's mental health grants eligible services modification and appropriation.
- [SF1075](#) (Housley) Home and community-based waiver assessment requirements for people who temporarily enter certain health care facilities modifications.
- [SF1572](#) (Wiklund) Certified community behavioral health clinic modifications; advisory working group establishment.
- [SF1330](#) (Hoffman, J.) Substance use disorder treatment pathfinder companion pilot project establishment and appropriation.
- [SF858](#) (Abeler) Self-advocacy services and supports for persons with intellectual and developmental disabilities grant appropriation.
- [SF1063](#) (Bigham) Family first prevention act update, modifications, and provider certification.
- [SF21](#) (Howe, J.) Office of Ombudsperson for Child Care Providers creation and appropriation.
- [SF671](#) (Utke) Home health services and home care nursing services payment rates modifications

Senate Civil Law and Data Practices Policy

- [SF1470](#) (Draheim) Executive Order 20-79 nullification; landlord and tenant law gubernatorial modifications prohibition; phaseout of the eviction moratorium authorization.

Wednesday, March 10

House Behavioral Health Policy Division

- [HF1299](#) (Frederick) Chemical dependency treatment administrative rule provision repealed
- [HF471](#) (Baker) Licensed substance use disorder treatment provider alternative licensing inspections established
- [HF1529](#) (Fischer) Hospital bed license transfer requirements modified after hospital closure,

and hospital construction moratorium exception conditions monitoring and enforcement established.

House Preventing Homelessness Division

- [HF1382](#) (Koegel) - Long-term homelessness support service funding provided, and money appropriated.

House Human Services Finance and Policy Committee:

- [HF1273](#) (Keeler) Office of the Ombudsperson for American Indian Families created, American Indian community-specific board provisions modified, money transferred, and money appropriated.
- [HF1390](#) (Bierman) Community behavioral health clinic provisions modified, advisory working group established, rulemaking authorized, and report required.
- [HF740](#) (Edelson) Intermediate care facility payment rates for persons with developmental disabilities modified.
- [HF1420](#) (Hassan) Relative foster care case management, licensing support, and training services and resources established; local service agencies required to work with community-based organization to conduct required searches; commissioner of human services instructed to review opportunities to implement relative search services and kinship navigator models; and money appropriated.
- [HF1822](#) (Wolgamott) COVID-19; human services programs temporary modifications established as permanent changes. *Pending Rereferral*
- [HF1151](#) (Agbaje) Child welfare provisions modified, Minnesota African American family Preservation Act established, criminal penalties provided, report required, and money appropriated. *Pending Rereferral*

Thursday, March 11

Senate Finance:

- [SF1089](#) (Marty) Local government unit for reimbursement for certain expenses from the Federal Emergency Management Agency requirement; local government unit reimbursement of the federal Coronavirus Relief Fund with certain funds received from the federal government.

Senate Human Services Reform Finance and Policy

- [SF561](#) (Anderson, B.) Electronic benefit card prohibited purchases expansion to gambling-related purchases.
- [SF1292](#) (Ingebrigtsen) Medical assistance reimbursement rate methodology for crisis stabilization services in residential settings modification.
- [SF1181](#) (Utke) Minnesota Association for Volunteer Administration grants appropriation.
- [SF1092](#) (Hoffman, J.) Disability services policy statements modification.
- [SF1483](#) (Abeler) Long-term care consultation services reimbursement modification.
- [SF761](#) (Abeler) County agency access to information by phone or written communication to complete MFIP household report forms authorization

Senate Housing Finance and Policy:

- [SF1792](#) (Draheim) Minnesota Housing Finance Agency appropriation for the economic development and housing challenge program authorization.
- [SF1794](#) (Draheim) Minnesota Housing Finance Agency appropriation for the workforce and affordable homeownership development program authorization.
- [SF1793](#) (Draheim) Minnesota Housing Finance Agency down payment assistance programs eligibility expansion to include purchasers of manufactured or modular homes authorization.

- [SF911](#) (Draheim) Housing infrastructure pilot program and appropriation.
- [SF21](#) (Howe, J.) Office of Ombudsperson for Child Care Providers creation and appropriation.

- [SF671](#) (Utke) Home health services and home care nursing services payment rates modification

Corrections and Public Safety – Carli Stark (612-414-1869)

Last Week

Regulation of Charitable Bail Organizations

The Senate Judiciary and Public Safety Committee heard [S.F. 415](#) (Koran), which regulates charitable bail organizations. The bill would require that charitable bail organizations be federally recognized charitable organizations within the state of Minnesota and prohibit that type or organization from depositing money bail for a crime of violence or a crime that requires predatory offender registration. Similar legislation has been passed in other states, but a testifier from the American Bail Coalition (an organization representing the interests of national bail insurance companies) mentioned that this bill is not as far-reaching as some of those other states, which he opined strikes the right balance for Minnesota.

Private Prison Prohibition

[HF1074](#) (Winkler) was heard in the House Public Safety and Criminal Justice Reform Committee. It requires state and local jail and prison inmates to be housed in publicly owned and operated jails and prisons. Additionally, it does not allow for any contracts with private prisons. The measure had bipartisan support, but the minority lead made comments advocating for a language change to allow the state or county to lease a private facility in recognition that a privately owned prison in Appleton, Minnesota, is currently unable to be used for housing inmates. This issue has been discussed multiple times with no resolution about what to do with the vacant, privately-owned 1600-bed prison.

Probation Bills Heard in House

Between the House Judiciary and Civil Law Committee and the House Public Safety and Criminal Justice Reform Committee, there was a lot of discussion related to sentencing and probation policy last week. The Judiciary Committee heard [HF167](#) (Stephenson), which removes the requirement that a judge order a pre-sentence investigation in all felony cases aligning statute with court rule. An amendment added a list of offenses where a PSI would still be mandatory. Though Rep. Brian Johnson was not necessarily in support of making PSIs discretionary, he recognized and acknowledged the current burden placed on probation officers and the lack of resources provided to community corrections. The bill passed to the Public Safety Committee.

Also related to pre-sentence investigations, [HF1082](#) (Richardson) requires probation agents to include a disability impact statement in presentence investigation reports. It lays out specific requirements for the statement but does not provide funding for additional work by probation agents. Probation officers already include statements about physical and mental health of the client and also disabilities. The legislation does not address how to handle disputes over diagnoses and whether medical documentation is needed from the client.

The House DFL is discussing not only adult use marijuana legalization, but also changes to current

laws related to medical marijuana. [HF813](#) (Edelson) was heard a few weeks ago in the Health Finance Committee and modifies the state's medical cannabis program to allow patients aged 21 or older to use raw cannabis and to permit smoking. This week, the House Public Safety and Criminal Justice Reform Committee heard [HF1020](#) (Gomez) allowing persons under correctional supervision to participate in the medical cannabis program without facing sanctions. The Department of Corrections implemented a policy in the last couple of years doing the same thing, but the intent of the bill is to make the policy change permanent and not dependent on whomever is appointed as the commissioner. The bill passed to the next stop with bipartisan support.

Bill to Help Incarcerated New Mothers Heads to Floor

[HF1403](#) (Becker-Finn) was passed unanimously in the House Public Safety Committee and will head to the House floor. The bill allows conditional release for incarcerated pregnant women and new mothers. Conditional releases would be to places like halfway houses that have monitoring and security systems already in place. A representative from the Department of Corrections stated that of the 278 pregnant women sentenced to serve time in Minnesota between 2013 and 2020, 77% were in prison for technical violations of supervision, and 84% had non-violent offenses. Just over half of those women were released within six months of giving birth. This plan would provide more options to allow for connection and bonding between mother and child within the first year, which has the potential to reduce harm to the child for a circumstance they had not control over.

This Week

With the first committee deadline looming on Friday, some committees have already planned extra evening meetings to get through all the bills in their body of origin to keep them alive.

On Monday, the Senate Judiciary and Public Safety Committee will hear a bill ([S.F. 1457](#)) directing the Minnesota Sentencing Guidelines Commissioner to increase severity rankings on certain child pornography crimes. This is an attempt to overturn a decision in the annual report to the legislature from the Commission and put into place rankings based on a minority report. The Committee will also hear [S.F. 1197](#) (Bigham) making it a crime to disseminate law enforcement officials' private information including home address. Other bills of interest for Wednesday are:

- [S.F. 903](#) (Anderson) Addition of registrants from other states to the Predatory Offender Registry when offense facts require registration in Minnesota authorization.
- [S.F. 1177](#) (Senjem) Oral fluid roadside testing for drug-impaired driving pilot project authorization.

The House Human Services Finance and Policy Committee removed [HF947](#) (Pinto) from their agenda last week, but have it up again on Tuesday. The bill prohibits visual inspection of youth in detention, prohibits disciplinary room time for youth in detention facilities and increases the delinquency and detention age to 13 years old.

On Thursday, The Senate Committee on Finance will hear [S.F. 1089](#) (Marty) that requires local government units to reimburse the federal

Coronavirus Relief Fund with funds received by FEMA for COVID-19 related expenses.

The House Public Safety and Criminal Justice Reform Committee is hearing a large number of bills this week. Please visit the [committee page](#) and click on "[Schedule](#) - Upcoming meetings" for a full list. Two bills will be heard on Friday which could impact county law enforcement officers:

- [HF487](#) (Hollins) State and local units of government and law enforcement agencies prohibited from acquiring military grade weapons from the Pentagon's 1033 program
- [HF464](#) (Lucero) Peace officer duty to report excessive force incidents to chief law enforcement officer established.

General Government and Other – Matt Massman (651-222-8737)

Last Week

On Tuesday the [Legislative Commission on Pensions and Retirement \(LCPR\)](#), held a hearing on [HF1678](#) (Youakim), a bill that would reinstate PERA state aid to local governments that expired in June 2020. Approximately \$2.0 million of the \$13.0 million of statewide PERA aid would flow to MICA member counties. The legislation has enjoyed bi-partisan support in the past and received LCPR's approval on a 13-0 vote. Payments to individual counties would be the equivalent of about 1.5 – 3.0% of County Program Aid (CPA), depending on the county. If restored, PERA Aid would continue until PERA reaches full actuarial funding or 2048, whichever comes first.

Also last week Tuesday, the [House State Government Finance and Elections Committee](#) heard two bills reflecting policy priorities of the House majority:

- [HF7](#) (Olson, L.), a House majority priority to expand earned sick and safe time (ESST) requirements for all employers to provide 1 hour for every 30 hours worked up to 48 hours of paid time off, including prorated amounts for parttime workers and specifying a somewhat broader set of circumstances that must qualify for use of earned time off. The bill was approved by committee and recommended to pass but has since been rereferred to Judiciary Finance and Civil Law for review.

- [HF1200](#) (Richardson) to create a state administered Paid Family and Medical Leave program funded by payroll assessments akin to unemployment insurance. The bill was approved and re-referred to Commerce Committee. MICA has expressed [concerns](#) about the breadth of the bill.

This Week

On Tuesday (8:30 a.m.), the [House Judiciary Finance and Civil Law](#) will hear HF7 (Olson) Earned Sick and Safe Time focusing on the non-disclosure and penalty portions of the bill.

Also Tuesday (8:30 a.m.), [Senate Local Government Policy](#) will meet to hear several bills, including [SF1544](#) (Jasinski) updating the OML to address vagaries in the current law that became apparent during the pandemic, including replacing "interactive television and other electronic means" with a new, defined term "interactive technology," removing language allowing public bodies to charge for cost incurred to remotely connect, and amending section 13D.021 to provide that members of the public are permitted to comment from a remote location during a meeting of a public body if in-person attendance is not feasible due to a health pandemic or emergency. Section 13D.01 is amended to provide that the votes on action taken may be recorded in the minutes, and such minutes

are open to the public. The legislation leaves in place a limitation of the three times per calendar year that a member of public body can attend remotely, other legislation extends the unlimited attendance for the current pandemic. HF1140 (Elkins), the House companion has already met deadline. [Senate Local Government Policy](#) has also scheduled a "just-in-case" meeting for 5:30 p.m. Thursday.

Also Tuesday (3:00 p.m.) [House Labor, Industry, Veterans and Military Affairs Finance and Policy](#) will hear [HF1203](#) (Wolgamott) extending from May 1, 2021 to May 1, 2022, the workers compensation presumptive eligibility for claim based COVID-19 diagnosis that was past early in the pandemic for health care and front line workers.

On Wednesday (8:30 a.m.), the [House Local Government Division](#) will hear [HF1671](#) (Nelson, M) to its hearing schedule; the bill amends the uniform municipal contracting law to increase from \$250,000 to \$750,000 the maximum contract value that can be directly awarded to a certified businesses under a local government supplier diversity program.

On Wednesday (3:00 p.m.), the [House Labor, Industry, Veterans and Military Affairs Finance and Policy](#) will hear HF41 (Frazier), originally scheduled for hearing last week. a bill excluding Covid-19 emergency sick leave provided to health care

employees from the Families First Coronavirus Response Act. The meeting will be at 3p.m. As posted, the [HF41 DE1](#) Amendment would:

- Require paid leave for a broad definition of "essential workers" that includes nurses, peace officers, fire fighters, correctional institution personnel, emergency medical services staff, social workers, nursing home and housing with services staff, as well as critical industry employees in the private sector.
- Require up to 80 hours for a full-time essential worker for the qualifying reasons (similar to FFCRA), and prorated amounts for parttime workers.
- Provides full compensation for the leave at employee's regular rate of pay or the applicable minimum wage rate, whichever is higher and does not allow for carryover of unused leave and offers no benefit upon separation from employment.
- Apply in addition to any existing paid time off or leave policy that an employer provides, except that an employer who already provides the same or better additional paid COVID leave benefits is not required to provide more.

The Senate Committee on Finance will meet on Thursday at 8:30 and discuss [SF1089](#) (Marty) a bill reimbursing local government units with funds received from the federal Coronavirus Relief Fund.

Environment

Last Week

On Tuesday, the House Climate and Energy Finance and Policy Committee approved [HF1255](#) (Hansen)/[SF1047](#) (Senjem) on a largely party line vote and sent to the House floor for action. The bill authorizes the extension of a power purchase agreement between Xcel Energy, Inc. and the St. Paul electric co-generation facility, which has been critical outlet for wood waste, and particularly

Emerald Ash Borer (EAB) infected tree waste. [MICA supports this legislation](#); SF1047 passed out of committee without opposition several weeks ago.

Also last week, the [Senate Environment and Natural Resources Policy and Legacy Finance Committee](#) heard [SF854](#) (Putnam) to make a technical correction related to a 2018 law change modifying the application of storm water rules for towns in a

way that had potential unintended consequences for how the law applied to counties.

Among last weeks' bill introductions of interest to counties;

- [SF1531](#) (Ruud) – to phase-in full dedication of the 30% of solid waste management tax (SWMT) that currently goes to the General Fund to increased SCORE grants to counties.
- [SF1539](#) (Utke) – A bill modifying the method of county appointments of watershed district managers.
- [HF1718](#) (Fischer) – A bill creating The Soil and Water Conservation District Account and increasing water use permit fees to provide financial assistance to soil and water conservation districts.
- [HF1733](#) (Hansen) – A bill allowing counties to collect soil and water conservation district fees on deed transfer and mortgage registration.

This Week

[House Environment and Natural Resources Policy and Finance](#) will meet three days this week, including hearings on:

- Thursday of [HF248](#) (Wazlawik) requiring the MPCA to hold a public hearing before entering into stipulation agreements or consent decrees. The companion (SF606-Chamberlain) has not yet been heard.
- Friday of [HF1896](#) (Morrison) increasing the watercraft surcharge from \$10.60 to \$25.00 and allocating \$21 to an invasive species account and \$4 to an invasive species research account; as well as [HF1491](#) (Hansen) modifying provisions for managing water and issuing permits to appropriate water toward

restricting potential bulk exporting of Minnesota groundwater to outside of the state such as a developer attempted to do in Dakota County last year. The companion bill (SF1110-Ruud) has passed committee and received its second reading.

The Senate [Environment and Natural Resources Policy and Legacy Finance](#) is scheduled to heard ten bills over two hearings, including:

- [SF1532](#) (Ruud) amending Minnesota Statutes 2020, section 127A.353, subdivision 4 related to conveyance of conservation easements by proposing coding for new law in Minnesota Statutes, chapters 84; 92.
- [SF1392](#) (Howe) defining advanced recycling and authorizing new recycling technologies for post use polymers.

Tuesday morning (10:30 a.m.), [House Climate and Energy Finance and Policy](#) will hear several bills including two amending the community solar garden program: HF653 (Acomb) relates to a minimum setback from residential properties; and [HF1397](#) (Long) with a proposed amendment making more extensive changes to eligibility, financing and reporting. Tuesday afternoon (3:00 p.m.), [Senate Energy and Utility Finance and Policy](#) will hear five bills related to various aspects of support energy alternates.

[Senate Environment and Natural Resources Finance](#) will meet 10:30 a.m. on:

- Tuesday to hear [SF1789](#) allowing appeals of determinations of ordinary high water marks.
- Wednesday to hear bills related to a local watershed district, ATV definition, and boat launch dredging in Minneiska.

HEARING SCHEDULES

[Combined Legislative Meeting Calendar Upcoming 7 days](#)

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