



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Suite 160A
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, June 2, 2021 County Board Room, Suite 160A

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

COVID-19 Update – Chisago County Public Health

Health & Human Services Committee of the Whole:

Topics for Discussion:

1.) Director's Report TAB 1

Items for Committee Review/Recommendation: (discussed in detail as requested)

2.) Payment of County's Warrants for HHS TAB 2

3.) Hazelden Scholarship LOA 2021-2022 TAB 3

4.) Out of State Travel Request – Transporting Client to Connecticut TAB 4

7:00 p.m. Citizen's Forum

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. Comments, Statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. 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.) HHS Committee Recommendation – Director's Report TAB 1

2.) HHS Committee Recommendation – Payment of County's Warrants for HHS TAB 2

3.) HHS Committee Recommendation – Hazelden Scholarship LOA 2021-2022 TAB 3

4.) HHS Committee Recommendation – Out of State Travel – Transporting Client to CT TAB 4

5.) Payment of County's Warrants and Miscellaneous Bills TAB 5

6.) Minutes from the May 19, 2021 Regular Meeting TAB 6

7.) Application for Exempt Permit – Pheasants Forever – Chisago County TAB 7

Presentation – Federal and State Legislative Updates

- Larkin Hoffman – Megan Knight, Jerry Seck, Logan O'Grady

Other County Business:

8.) Joint Powers Agreement between MN DOC – Prosecution Services for MCF-Rush City TAB 8

9.) 2021 MN Annual County Boat and Water Safety Grant TAB 9

10.) Concept Development Services Contract for I-35/CSAH 19 Interchange Project TAB 10

Discussion Items:

- Administrator Updates

- Correspondence
- Commissioner Committee Reports

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.

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 HEALTH & HUMAN SERVICES

313 N Main St. Room 230
Center City, MN 55012

TAB#1

General Information	651-213-5600
Administrative	651-213-5609
Child Support	651-213-5647
Financial Assistance	651-213-5640
Welfare Fraud	651-213-8808
North Branch	651-213-5200
Fax- Center City	651-213-5685
Fax- North Branch	651-213-8955
Public Health	651-213-5231
Veterans Service	651-213-5605

Memo to: Chisago County Commissioners

From: Robert Benson, Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: June 2, 2021

I. Department Updates/Highlights:

As was expected, the legislature dismissed without passing any significant legislation. While they did agree on a framework for the budget, there are still a lot of unanswered questions for issues that may impact Health and Human Services. We will keep a close eye on the special session that will be called in June, to see what finally passes. We will also continue to work with our advocacy groups to address those issues of concern.

HHS has seen an increase in both our Adult Protection and our Child Protection reports over the last couple months. There is no clear reason at this time as to why we are seeing the increase, though it is possible that it is due to many of the pandemic restrictions being lifted and individuals having more contact with others in the community, including more children getting back to school. More exposure in the community does lead to increased reporting.

Along with the increase in Child Protection reports, we are seeing an increase in our out of home placements of children. As I am sure you are aware, this can be a significant expense for the county, and is an expense that is difficult to control. At this time the largest increase in this expense is occurring in the Probation Department's out of home placement cost lines that are in the HHS budget. Again, Probation does not have a lot of control over these expenses either, as we are all directed by the statutes or the courts. We also do have a child that will be placed out of state. While we try to avoid these situations, there are times that Minnesota does not have the services or the facilities to meet the needs of some children. As you see with our Requests for Board Action tonight, we do have a request for out of state travel for a case manager for this out of state child placement.

July 12th through the 16th Health and Human Services will be undergoing our Lead Agency Review by the Department of Human Services. This review was originally scheduled for January of this year, but was delayed due to COVID-19 restrictions. This review generally takes place every four years.

Willow Grove, the 20 bed mental health services apartment complex in North Branch is under new management as of June 1st. Nystrom and Associates was the initial provider of services there when it opened over a year ago. They have ended their contract with the housing authority and Lutheran Social Services has taken over as the primary provider. They will continue to work with Nystrom and Associates, as well as the regional counties and other partners to ensure that services continue.

Our Veterans Service Officer has been able to resume his Coffee Talks in Chisago City. He is now holding those at the Zion Lutheran Church on the second Tuesday of each month. He is continuing to have the Coffee Talks at the North Branch Legion on the third Tuesday of each month. Veterans have expressed their appreciation over having these meetings occurring again. Additionally, we are seeing an increase in ridership of veterans on our vans, now that both the Veterans Administration in Minneapolis and in St. Cloud are open again.

II. Financial Notes:

As I mentioned previously, we are starting to see an increase in our out of home placements. While this has not yet had an impact on our budget this year, it is something to keep an eye on. We are monitoring these expenses closely. With just over a third of the year past we are continuing to track pretty much on budget overall. Our revenues continue to be strong and the rest of our spending is tracking on target or under budget, so that at this time we are still well within what we would expect to be overall.

III. Staffing Updates:

Health and Human Services is currently in the process of hiring a new Behavioral Health Case Manager and a new HCBS Waiver Case Manager. Interviews for those positions should be taking place within the next week or so.

We are currently interviewing for the Public Health Supervisor position that has opened due to a retirement, and hope to have that position filled quickly.

IV. Review of Requests for Board Action

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
June 2, 2021**

TAB # 2

Payment of County's Warrants for HHS

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>
5/21/2021	\$128,833.02		County's Warrants
5/21/2021	\$43,845.71	6/2/2021	Auditor's Warrants
5/28/2021	\$59,700.01		County's Warrants
5/28/2021	\$16,565.99	6/2/2021	Auditor's Warrants

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

Chisago County Request for Board Action

Meeting Date: June 2, 2021	Item Number: 3	
Title of Item for Consideration: Hazelden Scholarship LOA 2021-2022		
Action Requested by:	Department:	
Previous Action on this Matter: Approval of Letter of Agreement with Hazelden for continuing education dated 7/1/20 through 6/30/21.		
Background: The Hazelden Betty Ford Graduate School of Addiction Studies has provided scholarships and continuing education to Chisago County Health & Human Services employees for many years in order to contribute to the county's capacity to provide clinical services to individuals, families and communities impacted by addiction. Attachment(s): Hazelden Scholarship LOA 2021-2022		
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Hazelden Scholarship LOA for 2021-2022. The suggested motion is as follows: <i>“Move to approve the Hazelden Scholarship LOA for 2021-2022.”</i>		
Implications of Action: Acceptance of this scholarship and continuing education events at the Hazelden Betty Ford Graduate School will increase the capacity of Chisago County Health & Human Services to serve Chisago County residents affected by addiction. Budget/Financial Implications: This agreement is funded by Hazelden Foundation dollars. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. Subject to County Attorney approval.		
Administrator's Recommendation		
Approve	Deny _____	Other _____
Motion By: _____		Seconded by: _____
To: _____		
Action on Motion:	Aye _____	Nay _____
Abstain _____		

**Letter of Agreement between
Chisago County and
The Hazelden Betty Ford Graduate School of Addiction Studies.**

This document constitutes a Letter of Agreement (“LOA”) between the Hazelden Betty Ford Graduate School of Addiction Studies, 15251 Pleasant Valley Rd, Center City, Minnesota (hereinafter Hazelden Betty Ford) and County of Chisago, located at 313 North Main Street, Center City, Minnesota, (hereinafter the “County”) for and on behalf of Chisago County Health and Human Services, 313 North Main Street, Rm 239, Center City, MN 55012 (hereinafter “County”), together referred to as “the Parties.”

This LOA identifies the intent of the Parties as it relates to educational opportunities provided by Hazelden Betty Ford to County employees.

Term: This Letter of Agreement (“LOA”) is effective July 1, 2021 through June 30, 2022. Either party may terminate this LOA with 30 days prior written notice to the contact person identified herein.

Determination to Proceed: It is acknowledged and understood by the Parties that Hazelden Betty Ford will make available educational opportunities to Chisago County employees to include:

Professional Education: One (1) annual scholarship covering tuition and fees for a county Health and Human Services employee for one of the following educational opportunities:

- Master of Arts in Addiction Counseling – Advanced Practice
- Master of Arts in Addiction Studies– Advanced Practice: Integrated
- Recovery for Co-Occurring Disorders (*offered online*)
- Master of Art in Addiction Counseling

Continuing Education for Professionals: Access to six (6) continuing education events at the school for county Health and Human Services employees or other county employees serving the public in areas related to addiction, recovery, mental health and treatment, for a total of 30 employees (up to five (5) employees per training event).

Hazelden Betty Ford will provide the following:

1. Notification of the Professional Education enrollment period, timely description of the course work and identification of the time commitment required of the employee to successfully complete the coursework.
2. Notification of the Continuing Education opportunities, the identified subjects and anticipated interested persons who may attend the specific training event(s).
3. Tuition-free education (not including books, materials and other incidental costs) associated with the Professional Education.

Chisago County will provide the following:

1. Cooperation between Chisago County and Hazelden Betty Ford to identify persons to take part in the educational opportunities for either the Professional Education and/or the Continuing education for professional.
2. Comply with policies, procedures and confidentiality requirements set forth by Hazelden Betty Ford.

3. Adhere to data practices, copyright law and intellectual property laws and regulations as it relates to any data, information or materials made available to employees taking part in the educational opportunities.

REMUNERATION: The Parties agree that there will be no charge(s), cost incurred, or ongoing exchange of funds by and between the Parties as it relates to activities associated with coordination of educational opportunities for Chisago County employees.

INDEMNIFICATION:

The Parties agree to defend, indemnify, and hold harmless the other Party, its officers, employees and agents against any and all claims arising out of alleged acts or omissions of employees, agents or assigns, of the other during the performance of responsibilities or related to activities of this Letter of Agreement.

RELATIONSHIP:

Nothing in this Letter of Agreement shall create an employment or contractor relationship between Chisago County and Hazelden Betty Ford. Hazelden Betty Ford personnel, including agents, employees, faculty, speakers or guests will not assume supervisory roles over any County employee taking part in the educational opportunities. Likewise, no Chisago County employee, by way of participation in the educational opportunities will assume a supervisory role over any Hazelden Betty Ford personnel, volunteers or clients.

Notice under this LOA and the contact person for each of the Partners is as follows:

Hazelden Betty Ford: Valerie Slaymaker,

Chief Academic Officer & Provost

Phone: 651-213-4746

e-mail: vslaymaker@hazeldenbettyford.edu

County: Robert Benson, Director

Chisago County Health and Human Services

Phone: 651 213-5664

e-mail: Robert.Benson@chisagocounty.us

The Parties intend to work cooperatively to address any disputes stemming from this Letter of Agreement and to carry out the spirit and intent to provide resources to professionals in Chisago County.

This agreement was reviewed and authorized by:

COUNTY:

By: _____ dated: _____

Chair – Chris DuBose

Chisago County Board of Commissioners

Attest: _____ dated: _____

Christina Vollrath

Clerk to the Board

By: _____ dated: _____

Robert Benson,

Director of Chisago County Health & Human Services

Reviewed as to form:

By: _____ dated: _____

Janet Reiter, County Attorney

Hazelden Betty Ford

STATE OF MINNESOTA)

) SS. By: _____

COUNTY OF CHISAGO)

(signature)

Title: Chief Academic Officer and Provost

Date: _____

I, Valerie Slaymaker (individual's name) the Chief Academic Officer and Provost (title) of Hazelden Betty Ford Graduate School of Addiction Studies (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, intending this LOA to be the goal and objective of the entity. I attest the above is true and correct, to the best of my knowledge and understanding under penalty of perjury.

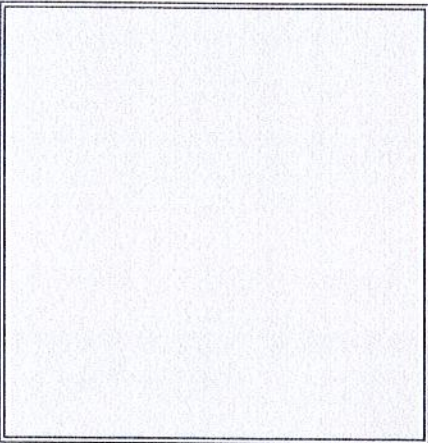
Sworn before me this ____ day of _____, 2021

Notary Public

Chisago County Request for Board Action

Meeting Date: June 2, 2021	Item Number: 4
Title of Item for Consideration: Out of State Travel Request – Transporting Client to Connecticut	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Prior approved travel requests to see clients in residential placements.	
Background: Chisago County has custody of a client that will need to be escorted to a specialized residential treatment center in Connecticut. Health & Human Services is requesting approval of \$500.00 - \$1,000.00 each in travel expenses for Kim Booker (SW Child Services/ Child Protection) and Client. Kim Booker will escort the client on June 2nd to June 3rd, 2021. These dates allow the Social worker to escort the client, spend the day with him and return the following day. Attachment(s): Out of State Travel to Connecticut request – Kim Booker	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that will reside in a specialized facility there. The suggested motion is as follows: <i>“Move to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that will reside in a specialized facility.”</i>	
Implications of Action: By escorting this client, we are fulfilling our mandated obligation of ensuring safety and well-being for clients who are receiving Child protective services. 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.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	5/26/2021		
Employee Name	Kim Booker		
Department	Health and Human Services		
Destination	Hartford, Connecticut		
Purpose of Travel	Escorting Client to a Specialized Residential Treatment Center		
Departure Date	2-Jun-21		
Return Date	3-Jun-21		
Total Travel Expenses	\$946.80		
Supervisor Name (PRINT)	Christine A. Johnson		
Supervisor's Signature	<i>Christine Johnson</i>		
County Board Signature		Date Approved	5/26/2021
		Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Flight Tickets for SW and Client			\$486.80
Ground Transportation	RENTAL CAR		1	\$200.00
Conference/Registration Fees			1	\$0.00
Lodging			1	\$150.00
Meals	MEAL PER DIEM CT		1	\$110.00
Mileage			1	\$0.00
Grand Total				\$946.80

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
June 2, 2021**

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 5/26/2021 \$285,109.12

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

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, May 19, 2021**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, May 19, 2021 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka, Robinson. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath and County Attorney Janet Reiter.

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

Commissioner Montzka offered a motion to approve the amended agenda and move item 26 for discussion and vote after the Covid-19 Public Health Update. Motion seconded by Greene, the motion **passed** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

Covid-19 Update by Chisago County Public Health – Courtney Wehrenberg – read by Chase Burnham. 6:31 p.m. to 6:33 p.m.

On motion by Montzka, seconded by Dunne, the Board moved to allow in-person meetings and open all County governmental buildings to the public if the public chooses to not wear a mask if they are fully vaccinated. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board opened the Road and Bridge Committee of the Whole at 6:39 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

The Board was given updates on the current projects of the Public Works Department from County Engineer Joe Triplett from 6:39 p.m. to 6:56 p.m. **No action was taken.**

On motion by Greene, seconded by Dunne, the Board moved items 1, 2, 4, and 29 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to close the Road and Bridge Committee of the Whole at 6:56 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – RAISE Grant Support Letter – US Highway 8

RESOLUTION NO. 20/0519-1
2021 RAISE GRANT SUPPORT RESOLUTION

WHEREAS, The U.S. Department of Transportation released a Funding Opportunity to apply for \$1 billion in Fiscal Year (FY) 2021 discretionary grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grants; and

WHEREAS, Funds for the RAISE Transportation grants are to be awarded on a competitive basis for projects that will have a significant local or regional impact., and

WHEREAS, Funding provided under National Infrastructure Investments have supported capital projects which repair bridges or improve infrastructure to a state of good repair; projects that implement safety improvements to reduce fatalities and serious injuries, including improving grade crossings or providing shorter or more direct access to critical health services; projects that connect communities and people to jobs, services, and education; and, projects that anchor economic revitalization and job growth in communities, and

WHEREAS, TH 8 is a vital interregional corridor that serves a variety of transportation needs; and

WHEREAS, TH 8 has become increasingly strained due to high levels of daily commuters, large trucks and spikes in weekend recreational traffic; and

WHEREAS, TH 8 has significant safety, mobility and access issues; and

WHEREAS, the Chisago County Board of Commissioners supports this program and its Public Works Director in pursuing and applying for funds from this program for the following projects:

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners does hereby support the application and pursuit of funds from the 2021 RAISE Transportation Grant Program for reconstruction of TH 8.

-
- ~~3.) R&B Committee Recommendation – Services Contract for I-35/CSAH-19 Interchange~~

- 4.) R&B Committee Recommendation – Variance Request – State Aid Rules for CSAH 19

RESOLUTION NO. 20/0519-2
RESOLUTION REQUESTING A VARIANCE FROM STANDARD FOR STATE
AID OPERATION FOR PROJECT NO. S.A.P. 013-619-022

WHEREAS, Chisago County is preparing plans for CSAH 19 (Stacy Trail) between 1500 feet east of Ivywood Trail and CSAH 24 (Lofton Avenue); and

WHEREAS, Minnesota Rules for State Aid Operation 8820.9920 require a minimum 30-foot clear zone free of fixed objects; and

WHEREAS, the existing highway has a 66-foot highway easement with distribution and transmission overhead power poles located within the 30-foot clear zone throughout the corridor; and

WHEREAS, distribution and transmission power poles constitute as a fixed object; and

WHEREAS, the proposed project does not impact the power poles and the relocation would require additional easement and is cost prohibitive; and

WHEREAS, there is no history of run-off-the-road crashes to suggest relocating these power poles would significantly improve the safe operation of the roadway, and

WHEREAS, the proposed design widens the existing shoulders providing the motoring public with greater room for evasive action, recovery in case of lane departure, and driver comfort.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Commissioners do hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9920 (Minimum Design Standards; Rural and Suburban Undivided; New or Reconstruction Project) to allow the distribution and transmission power poles to remain in-place within the 30-foot clear zone, in lieu of relocation;

BE IT FURTHER RESOLVED, that County Board of Commissioners hereby indemnifies, saves and holds harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of the granting of the variance. The County/City further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.

- 5.) Minutes from the May 5, 2021 Regular Meeting
6.) Payment of County's Warrants and Miscellaneous Bills

- 7.) Renewal of Liquor, Wine, Club or 3.2% Licenses
 - 8.) License App. For 1 Day to 4 Day Temporary On-Sale Liquor License – Threshing Show
 - 9.) *** Applications for Abatements (reduction) of Property Taxes ***
 - 10.) Classification and Appraisal of Tax Forfeited Land pursuant to MN Statutes 282.01
-

RESOLUTION NO. 20/0519-3
CLASS AND APPRAISAL OF TAX FORFEITED PROPERTY

WHEREAS, the tax parcels on the attached list have forfeited, to the State of Minnesota in trust for the respective taxing districts for nonpayment of real estate taxes;

WHEREAS, In order to be able to sell these parcels at tax sale the County Board of Commissioners need to classify and appraise the tax forfeited parcels pursuant to M.S. 282.01 Subdivision 1.

NOW, THEREFORE, BE IT RESOLVED

- 1. That the Chisago County Board of Commissioners approve the attached list of classification and appraisal of tax forfeited ready for sale and authorize the Chisago County Auditor-Treasurer to take the necessary steps to offer the parcels for sale pursuant to M.S. 282.01.
 - 2. That the Chisago County Auditor-Treasurer is directed to forward the parcels noted on the attached Classification and Appraisal to the Minnesota DNR pursuant to M.S. 282.01, subd. 3.
 - 3. That the Chisago County Auditor-Treasurer is directed to forward the parcels noted on the attached Classification and Appraisal to the appropriate city and township officials for approval pursuant to M.S. 282.01, subd. 1(h).
-

- 11.) Snowmobile Maintenance and Grooming Applications
-

RESOLUTION NO. 20/0519-4
AUTHORIZING SPONSORSHIP OF SNOWMOBILE TRAILS
OPERATED BY THE NORTH BRANCH SNO-DRIFTERS

BE IT RESOLVED, that the Chisago County Board of Commissioners act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the North Branch Sno-Drifters.

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

BE IT FURTHER RESOLVED, that the County Auditor is hereby authorized to serve as the fiscal agent for the above referenced project.

**RESOLUTION NO. 20/0519-5
AUTHORIZING SPONSORSHIP OF SNOWMOBILE TRAILS
OPERATED BY THE RUSH CITY SNO-BUGS**

BE IT RESOLVED, that the Chisago County Board of Commissioners act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the Rush City Sno-Bugs.

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

BE IT FURTHER RESOLVED, that the County Auditor is hereby authorized to serve as the fiscal agent for the above referenced project.

**RESOLUTION NO. 20/0519-6
AUTHORIZING SPONSORSHIP OF SNOWMOBILE TRAILS
OPERATED BY THE WILD RIVER SNOWMOBILE CLUB**

BE IT RESOLVED, that the Chisago County Board of Commissioners act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for maintenance and grooming of snowmobile trails managed by the Wild River Snowmobile Club.

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

BE IT FURTHER RESOLVED, that the County Auditor is hereby authorized to serve as the fiscal agent for the above referenced project.
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- 12.) Advertisement for Vacancy on the Comfort Lake Forest Lake Watershed District
29.) *** Award & Approval of 2021 Retro-Reflective Pavement Markings Project ***

CITIZENS FORUM

TIME – 6:58 p.m.

END TIME – 7:28 p.m.

4 Letters, 0 emails. # of **SPEAKERS** – 10

Presentation – American Relief Plan – Doug Green, Baker Tilly – 7:28 p.m. to 7:57 p.m.

Presentation – North Woods and Waters of St. Croix Heritage Area – Marty Harding – 7:59 p.m. to 8:14 p.m.

On motion by Montzka, seconded by Dunne, the Board moved to approve the resolution of support for the North Woods and Waters of St. Croix Heritage Area. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** Robinson.

RESOLUTION NO. 20/0519-7
RESOLUTION BY THE CHISAGO COUNTY COMMISSIONERS
SUPPORTING NORTH WOODS AND WATERS OF THE ST. CROIX
NATIONAL HERITAGE AREA

WHEREAS, the region defined by the St. Croix River and its tributaries meets the definition of a National Heritage Area: A place designated by Congress for its nationally distinctive landscape, with shared stories and traditions that contribute to our nation's diverse heritage; and

WHEREAS, more than 1,200 people throughout the region were engaged in a multi-year process to explore the feasibility of designation, and strong public support was expressed for the concept; and

WHEREAS, the feasibility study for North Woods and Waters of the St. Croix Heritage Area has met all ten National Park Service criteria for designation; and

WHEREAS, economic impact studies have shown that an NHA would help us build our regional economy using our natural, cultural, and historic heritage as a foundation; and

WHEREAS, an NHA would foster a sense of regional identity, brand the region for international tourism, and increase our region's competitiveness in seeking grants and attracting private investment; and

WHEREAS, a North Woods and Waters of the St. Croix National Heritage Area (NHA) would create opportunities for communities and residents to work together across traditional boundaries for mutual benefit; and

WHEREAS, an NHA would help residents and visitors better understand, appreciate, and experience the region's special stories and places; and

WHEREAS, NHAs are community-based efforts that are managed by the local leaders and residents that live in them; and

WHEREAS, NHAs are living, working landscapes that honor traditional uses and support continued economic activity in the region; and

WHEREAS, NIIAs do not acquire regulatory authority over zoning or land use, and do not infringe upon private property rights; and

NOW THEREFORE BE IT RESOLVED that the Chisago County Board of Commissioners support Congressional designation of the North Woods and Waters of the St. Croix National Heritage Area.

Environmental Services Director Kurt Schneider presented the Board with the Director's Report and action items. *No action was taken.*

On motion by Greene, seconded by Robinson, the Board moved to approve the Rural Retail Tourism Gathering Venue Conditional Use Permit as requested by Brody Heggerston, Applicant for the property located at 16143 Furuby Road, PID# 02.00546.00, based on the narrative and site plan on record as provided by Applicant and based on the following Findings of Fact and Conditions as presented in Staff's report with the addition of Condition 14 concerning parking on Furuby Road:

1. This is a Conditional Use Permit for Rural Retail Tourism to establish and maintain a gathering venue to host activities on-site such as weddings, banquets and other gathering events.
2. This CUP shall allow year-round use of the property to host events.
3. Friday through Sunday event hours of operation shall be 9 AM to 11 PM and events held Monday through Thursday shall have hours of operation from 9 AM to 10 PM. *(Note: Staff inserted recommended weekday hours of operation. Planning Commission should discuss with Applicant if there shall be a limited number of occasional weekday events and/or hours of operation to be established under permit.)*
4. All gathering events that include music shall be conducted indoors and building doors and windows shall remain closed during music (low level acoustic music for wedding ceremonies shall constitute an exception.)
5. The maximum attendance at any given event shall be limited to 298 guests.
6. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow.
7. Submittal of structural integrity report for any change in occupancy for use of existing structures. All necessary building codes shall be adhered to (including any necessary retro-fitting of the existing buildings to accommodate the new occupancy, pursuant to review by qualified architect/engineer) and all required permits shall be obtained prior to occupancy.

8. The Permittee is required to obtain a driveway permit from County Highway and is subject to installation of a commercial access per the standards as deemed necessary by Chisago County Public Works.
9. All food preparation and/or sales at the site shall comply with all applicable Minnesota Department of Health regulations.
10. Any liquor service shall be in accordance with all applicable MN Department of Public Safety regulations, and Chisago County liquor licensing requirements.
11. Signage shall be in accordance with Section 4.14 of the Zoning Ordinance.
12. Minnesota Building Code, SSTs, and all other relevant codes shall be applicable to the project, all permits, and Certificates of Occupancy and Compliance shall be obtained prior to occupancy, and CUP approval shall be considered provisional until such time as these requirements are met.
13. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing, and the activities being conducted continue to adhere to the conditions of approval.
14. There shall be no parking of vehicles associated with this use on or along the adjacent Furuby Road.

The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Robinson, seconded by Montzka, the Board moved to deny the application of Kathleen Green for a Conditional Use Permit to operate a private year round recreational campground for up to four (4) campsites on the .92-acre vacant Agricultural zoned parcel; PID# 03.01189.00; XXX Beach Lake Road, Hilding Beach Plat 2 property; PID# 03.01189.00. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Robinson, seconded by Greene, the Board moved to adopt and incorporate into its decision to deny the application the following Findings:

- a. The Applicant has presented a land use in conflict with the purpose and goals of Chisago County's Zoning Ordinance and Comprehensive Plan which reference identifying and finding a balance between promotion of natural amenities and protecting the quality of the surrounding settings.
- b. The parcel is a legal nonconforming lot of record which does not meet present day dimensional requirements in the AG District which is a minimum lot size of five acres. Due to the substandard lot size, the parcel is not comparable to characteristics of the AG District and is more consistent in size and land use with the adjacent residential and shoreland parcels.

- c. The proposed land use does not meet the purpose of recreational camping areas for providing areas to be used for recreational camping which will not detract from surrounding land uses or natural resources and provide for the health and safety of the public using these areas.
- d. The Applicant has not provided sufficient detail to ensure caretaker responsibilities and monitoring of site conditions to ensure that campground operations will be supported in a safe and efficient manner.
- e. The Applicant has not demonstrated or provided mitigating steps on how site operations and layout of a recreational camping area will not adversely impact adjacent residential landowners. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the Meadowlark Estates Preliminary Plat located in Chisago Lake Township, at 15432 310th Street (PID #02.00726.00). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to accept the May 11th Budget and Finance Report, approve the department presentation schedule and approve the Baker Tilly Salary Survey. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** Robinson.

On motion by Greene, seconded by Dunne, the Board moved to approve the SHIP Grant Agreement – Williams Park Community Garden North Branch. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the County Fraud Prevention Investigation Agreement. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve the State of MN Federal Boating Safety Patrol Grant Contract. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the 2020 State of Minnesota Federal Boating Safety Supplemental Equipment Grant. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to approve the 4 different out of state travel requests for training regarding human trafficking, chaplains, K9 training, and SRO training and accept the \$950.00 donation from HIM Inc. to offset the costs of the Chaplains travel costs. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

RESOLUTION NO: 21/0519-9
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY SHERIFFS OFFICE

WHEREAS, the Chisago County Board of Commissioners adopted Resolution No. 060419-3 on April 19, 2006 which established a policy regarding the acceptance of gifts by Chisago County; and

WHEREAS, the County has received a donation from a business or private individual in Chisago County and is requesting formal acceptance by the County Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County Sheriff's Office in 2021:

- HIM Inc. Home Improvement Ministries – \$950.00 for offset of Chaplains Out of State Travel Request

On motion by Greene, seconded by Robinson, the Board moved to authorize the creation of a new division of Enterprise Service Department titled Building and Grounds Maintenance, along with a new position titled Building and Grounds Manager, also change the title of Custodian, to Building and Grounds Technician. With the reporting structure as detailed in the attached Org. Chart. Authorize the HR Director to post and fill the Building and Grounds Manager position, INTERNAL posting only. The motion **failed** as follows: **IN FAVOR THEREOF**: Greene, Robinson. **OPPOSED**: DuBose, Dunne, Montzka.

On motion by Greene, seconded by Montzka, the Board moved to approve the authorization to add a replacement signature holder on the Social Welfare accounts. The motion **carried** as follows: **IN FAVOR THEREOF**: DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED**: None.

On motion by Greene, seconded by Dunne, the Board moved to approve the application to conduct excluded bingo for Immanuel Lutheran Church of Almelund on November 13, 2021. The motion **carried** as follows: **IN FAVOR THEREOF**: DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED**: None.

RESOLUTION NO. 21/0519-10
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT EXCLUDED BINGO FOR IMMANUEL LUTHERAN CHURCH OF ALMELUND

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Shafer Townhall located at 17656 303rd St., Taylors Falls, MN 55074.

.....

County Administrator Burnham provided administrative updates. *No action was taken.*

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

On motion by Dunne, seconded by Greene, the Board adjourned the meeting at 8:55 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

Chris DuBose, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

Chisago County Request for Board Action

Meeting Date: June 2, 2021	Item Number: 7
Title of Item for Consideration: Application for Exempt Permit – Pheasants Forever	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: Same permit applied for on June 17 th , 2020.	
Background: The current application is from the Pheasants Forever – Chisago County, so that the applicants can conduct a lawful raffle on February 26, 2022. The Pheasants Forever – Chisago County is a non-profit organization. Attachments: - LG220 Application for Exempt Permit – Pheasants Forever – Chisago County - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Pheasants Forever – Chisago County’s application to Conduct a raffle at their event on February 26, 2022. The recommended motion is as follows: <i>“Move to approve the Pheasants Forever – Chisago County’s resolution to conduct a raffle at their event on February 26, 2022.”</i>	
Implications of Action: Approving tonight’s action would allow the Pheasants Forever – Chisago County to raise money for its non-profit organization and its activities. Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County. Legal/Policy Implications: The proposed activities appear to be 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 _____

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Pheasants Forever - Chisago County Previous Gambling Permit Number: [REDACTED]
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____
 Mailing Address: Po Box 25
 City: Stacy State: MN Zip: 55079 County: Chisago
 Name of Chief Executive Officer (CEO): Tim Kane
 CEO Daytime Phone: [REDACTED] CEO Email: [REDACTED]
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Lent Town Hall
 Physical Address (do not use P.O. box): 33155 Hemingway Avenue
 Check one:
☐ City: Stacy Zip: _____ County: _____
☐ Township: Lent Zip: 55079 County: Chisago
 Date(s) of activity (for raffles, indicate the date of the drawing): 2/26/22

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

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

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

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

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: Richard Keller

Signature of Township Officer: [Signature]

Title: Board Chair Date: 5/18/2021

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Tim P. Kane Date: 4/23/21
(Signature must be CEO's signature; designee may not sign)

Print Name: Timothy P. Kane

REQUIREMENTS

Complete a separate application for:

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

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

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

An equal opportunity employer

**TOWNSHIP OF LENT
COUNTY OF CHISAGO
STATE OF MINNESOTA**

Resolution #2021-20

**RESOLUTION APPROVING PHEASANTS FOREVER TO
CONDUCT LAWFUL GAMBLING IN THE TOWNSHIP OF LENT**

Whereas, Pheasants Forever have made a request to the Township Clerk to conduct lawful gambling in the Township of Lent; and

NOW, THEREFORE, IT IS RESOLVED, that the Township Board hereby authorizes the Pheasants Forever to conduct lawful gambling in the Township of Lent, specifically at: Lent Town Hall 33155 Hemingway Ave., Stacy, MN 55079 on the 26th day of February 2022.

All Those in Favor

Rick Keller
Brian Seekon
Troy Nelson
Carouyn Cagle
Jess Fischens

All Those Opposed

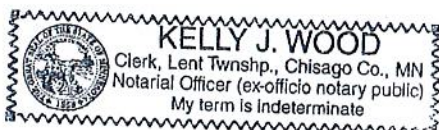
Adopted this 18th Day of May, 2021

rw

Chairperson, Richard Keller

ATTEST:

Kelly Wood
Clerk, Kelly Wood



Internal Revenue Service
District Director

APR - 1988

Department of the Treasury

P O BOX A-3290 DPN 22-2
CHICAGO, IL 60690

Date: APR 01 1988

Employer Identification Number:

Contact Person:
AUGUSTA L. SIMPSON

Contact Telephone Number:

PHEASANTS FOREVER
P O BOX 75473
ST PAUL, MN 55175

Our Letter Dated:
Oct. 6, 1982
Caveat Applies:
No

Dear Applicant

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization of the type described in section 509(a)(2). Your exempt status under Code section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of such status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(2) organization.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

Letter 1050 (DO/CG)

**Chisago County
Board of Commissioners**

EXEMPT PERMIT FOR GAMBLING

RESOLUTION NO. 21/0602-X

**APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE
FOR PHEASANTS FOREVER – CHISAGO COUNTY**

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Lent Town Hall located at 33155 Hemingway Ave., Stacy, MN 55079.

Chisago County Request For Board Action

Meeting Date: June 2, 2021	Item Number: 8
Title of Item for Consideration: Joint Powers Agreement between Chisago County Attorney's Office and the State of Minnesota Department of Corrections – Prosecution Services for MCF-Rush City	
Action Requested by: County Attorney Janet Reiter	Department: Chisago County Attorney's Office
Previous Action on this Matter: This is a renewal of an annual Joint Powers Agreement (JPA) with the State of Minnesota Department of Corrections (DOC). The State of Minnesota constructed a Minnesota Correctional Facility-Rush City (MCF-Rush City) which is located in Chisago County. Chisago County Attorney's Office has jurisdiction to prosecute criminal offenses which occur at /involve inmates at the correctional facility. The Joint Powers Agreement is an annual contract that provides partial reimbursement to the County Attorney's Office for partial personnel costs and in-kind financial burdens incurred regarding this responsibility of the County Attorney's Office.	
Background: Pursuant to Minn. Stat. 241.271, the Department of Corrections allocates annual funds to reimburse County Attorney offices for expenses associated with prosecution/investigation of DOC inmates for counties where a state correctional facility is located. Attachment(s): • Joint Powers Agreement (JPA) between the Minnesota DOC and Chisago County Attorney's Office for prosecution of criminal offenses involving inmates at MCF-Rush City for July 1, 2021 - June 30, 2022	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Joint Powers Agreement (JPA) between the Minnesota Department of Corrections and Chisago County Attorney's Office for prosecution and investigation of criminal offenses involving inmates at MCF-Rush City for July 1, 2021 through June 30, 2022. The suggested motion is as follows: <i>"Move to approve Joint Powers Agreement between Chisago County Attorney's Office and the State of Minnesota Department of Corrections – Prosecution Services for MCF-Rush City."</i>	
Implications of Action: By approving the JPA, Chisago County will be eligible for partial reimbursement for prosecutorial services provided to the MCF – Rush City. Budget /Financial Implications: The Chisago County Attorney's Office will receive reimbursement for prosecutorial services associated with cases involving MCF –Rush City inmates up to \$8,000.00 from July 1, 2021 to June 30, 2022; this requires billing MN DOC for the hourly services and in-kind costs incurred in prosecution of DOC cases. Legal Implications: The proposed activities appear to be in 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 _____



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: ___191086___

This Agreement is between the State of Minnesota, acting through its Department of Corrections, Facility Safety & Security Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and the Office of the Chisago County Attorney, 313 N Main Street, Room 373, Center City, MN 55012 ("Governmental Unit").

Recitals

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

Agreement

1. Term of Agreement

- 1.1. Effective Date: July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2. Expiration Date: June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

Governmental Unit Duties:

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

State Duties:

- 2.3. Pay for reasonable legal costs and expenses associated with providing prosecution services under this agreement.
- 2.4. The total obligation of this agreement is up to \$8,000 as described in paragraph 3.1.

3. Payment

- 3.1. Consideration for services performed by Governmental Unit pursuant to this Agreement shall be paid by the State at an hourly rate of \$123.00 for attorney services and \$68.00 for legal assistant services. The total obligation of this agreement is up to \$8,000.
- 3.2. Payment shall be made by the State on a monthly basis after the Governmental Unit provides a bill detailing accrued legal expenses.
- 3.3. No payment is required for the hours of legal services that exceed the total obligation of the agreement.

The total obligation of the State under this Agreement will not exceed \$8,000.

4. Authorized Representatives

The State's Authorized Representative is Michelle Smith, Deputy Commissioner-Facility Safety & Security Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, 651-361-7217 or his/her successor.

The Governmental Unit's Authorized Representative is Janet Reiter, Chisago County Attorney, 313 N Main Street, Room 373, Center City, MN 55012, 651-213-8400, jarelte@co.chisago.mn.us or his/her successor.

5. Assignment, Amendments, Waiver, and Contract Complete

- 5.1. Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3. Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4. Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification

- 6.1. In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

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

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

- 6.2. Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

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

10. Termination

- 10.1. Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- 10.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all

subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: ^{DocuSigned by:} Blair Bjerkset
Signature: Blair Bjerkset
Title: Accounting Officer Senior Date: 4/20/2021
SWIFT Contract No. 191086 PO 3-133684 _____

2. Governmental Unit

Print Name: janet reiter
Signature: _____
Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____
Signature: _____
Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____
Signature: _____
Title: _____ Date: _____
Admin ID: _____

Approved as to Form:

Janet Reiter
Chisago County Attorney
May 26, 2021

Chisago County Request for Board Action

Meeting Date: June 2, 2021	Item Number: 9
Title of Item for Consideration: 2021 MN Annual County Boat and Water Safety Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: This is an annual grant provided by the State of Minnesota to provide funding for additional safety patrols on lakes and rivers along with funding for equipment purchases and maintenance. Attachment(s): 2021 State of Minnesota Annual Boat and Water Safety Grant Documents	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2021 State of Minnesota Annual Boat and Water Safety Grant. The following motion is suggested: <i>“Move to approve the 2021 State of Minnesota Annual Boat and Water Safety Grant.”</i>	
Implications of Action: This grant will provide up to \$17,698.00 for equipment purchases and wages for additional patrols on lakes and rivers within Chisago County. Budget/Financial Implications: This grant will provide additional funding to Chisago County by the State of Minnesota. Legal/Policy Implications: The Chisago County Attorney's Office has reviewed the agreement and it is within Chisago County policies as well as local, state, and federal laws.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



**2021 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract#

PO#

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2021	Source Type State	Vendor Number 0000197284-001
Total Amount \$17,698	Project ID R29G70CGBLA19	Billing Location R297000221	DUNS 610037558	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2021	Grant End Date June 30, 2022
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Grantee Name and Address:
Chisago County Sheriff's Office
15230 Per Rd.
Center City, MN 55012

Payment Address:
(where DNR sends the check)
Chisago Co. Treasurer
313 N. Main St. #274
Center City, MN 55012

**2021 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Chisago County Sheriff's Office, 15230 Per Rd., Center City, MN 55012, (6100375558) ("Grantee"). The payment address for this grant contract agreement is Chisago Co. Treasurer, 313 N. Main St. #274, Center City, MN 55012.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** January 1, 2021 or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2021 grant expenditures incurred back to effective date. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:
 - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Seventeen thousand six hundred ninety-eight dollars (\$17,698).
 - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Seventeen thousand six hundred ninety-eight dollars (\$17,698).
- 4.2 **Payment**
 - (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is [Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources \(DNR\), 500 Lafayette Rd., St. Paul, MN 55155-4047, \[adam.block@state.mn.us\]\(mailto:adam.block@state.mn.us\)](#) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is [Sheriff Brandon Thyen, Chisago County Sheriff's Office, 15230 Per Rd., Center City, MN 55012](#). If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 Audits (State and Single)

Under [Minn. Stat. §16B.98, subd. 8](#), the Grantee books, records, documents, and accounting procedures and practices relevant to this grant contract agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

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

12 Publicity and Endorsement

- 12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.
- 12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

- 14.1 **Termination by the State.** The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:
- (a) It does not obtain funding from the Minnesota Legislature.
 - (b) 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

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

16 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

17 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.

The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- _____ A. State Boat Grant Contract Agreement
_____ B. Exhibit A
_____ C. Exhibit B
_____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.

Signed: _____

SWIFT Contract # _____

Purchase Order # _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

2. GRANTEE:

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

Distribution:

1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to Form
Jaunt Rait
Chicago County Attorney
May 26, 2021

ALLOWABLE EXPENDITURES & REPORTING REQUIREMENTS

2021 BOAT & WATER SAFETY STATE GRANT PROGRAM

Use these guidelines when completing the proposed Budget --- Exhibit "A" form.

GENERAL - All of the expenditures listed below must be directly related to the boat and water safety program. When personnel or equipment costs are split between general law enforcement duties and boat and water safety work, the percentage paid out of the boat and water safety account may not exceed the percentage of time the individual or piece of equipment is actually used for boat and water safety enforcement. Boat and water safety activities are those activities outlined in: 1) M.S. § Chapter 86B, 2) Minn. Rules - Chapter 6110, 3) search and recovery operations in the waters of the state and 4) the portions of Chapter 169A that are applicable to motorboats.

(SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS) - Submit one reimbursement invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and annual year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. The Grantee must satisfactorily submit all annual performance reports and reimbursement requests for each year of participation in this Program by the date(s) requested by the State, unless the Grantee requests an extension in writing and the State approves an extension in writing. Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

PERSONNEL - Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than three years. If officer hours are a part of your reimbursement, please send one (1) completed officer log for the time period in which reimbursement is being requested.

SUPPLIES AND EXPENSES - This includes uniforms, fuel, oil, lubricants, repairs, rental/lease costs (docks, buildings, office facilities, equipment, etc.), insurance, travel costs, training expenses and expendable supplies (fuel, rope, paint, printing, etc.). No cell phone charges will be allowed. All expenditures need to be verifiable as allowable expenditures under this grant. Items must be listed on Exhibit A (proposed spending plan) of this grant and be descriptive in nature.

EQUIPMENT - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Equipment that is being used for general duties may be either charged to the boat and water safety account according to percentage of use or by mile/hour of operation. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than three years. If you purchase equipment and it is greater than \$5,000, please submit a copy of the purchase invoice. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

County sheriff's departments are urged to contact Boat and Water Safety at the Minnesota Department of Natural Resources for a determination prior to any questionable proposed expenditure. All expenditures are subject to state audit. Be sure to keep accurate documentation and records of all expenditures.

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date

(Check one of the two boxes below):

☐ I do not have any conflicts of interest relating to this project.

☐ I have an actual, potential, perceived, or organizational (*circle*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____

Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: **2021 MN DNR State Boating Grant**

State AR's Printed Name: _____

Date: _____

State AR's Signature: _____

Chisago County Request for Board Action

Meeting Date: June 2, 2021	Item Number: 10
Title of Item for Consideration: Concept Development Services Contract for I-35/CSAH 19 Interchange Project	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance to begin work on planning to reconstruction the I-35/CSAH 19 interchange. First steps include being able to identify concepts, potential impacts, look at existing conditions, develop cost estimates and pursue funding for the project. I have enlisted Stantec, who have extensive experience in these sorts of projects, but is also the City's engineering firm which will help with communication and coordination. Attachment(s): Contract	
Action Requested/Recommended: The County Board is respectfully requested to approve. The following motion is suggested: <i>“Move to approve the Concept Development Services Contract for I-35/CSAH 19 Interchange Project with Stantec.”</i>	
Implications of Action: Will allow Public Works to begin work on development of interchange project. 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 Stantec Consulting Services Inc., 6188 Rome Circle NW, Rochester, MN 55901-4846, 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/consulting services for the concept development for the highway construction project at the Interstate 35 and County State-Aid Highway 19 interchange in Stacy, Minnesota; and,

WHEREAS, the CONTRACTOR has submitted a proposal for such professional consulting 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 May 20, 2021, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until August 31, 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. **CONTRACT DOCUMENTS AND MERGER.** This professional services contract consists of this Professional and Technical Services Contract and the Stantec Consulting Services Inc, Chisago County, I-35 Stacy Interchange Concept Development Scope of Work, dated April 9, 2021, 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 this Agreement and **Attachment A.**
 - B. CONTRACTOR shall perform those duties and responsibilities required of the CONTRACTOR as set forth and described in this agreement and **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 Thirty Thousand and No/100 Dollars (\$30,000.00) 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 reasonable 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 monthly by CONTRACTOR and the final invoice shall be presented 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: Dale Grove
Company: Stantec Consulting Services Inc.
Address: 6188 Rome Circle NW, Rochester, MN 55901-4846
Telephone: (507) 529-6039
E-Mail: dale.grove@stantec.com
Fax: (507) 282-3100

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.
- C. The CONTRACTOR may terminate this Agreement upon fifteen (15) days' notice in writing in the event County has committed material breach of this Agreement. Non-payment of the CONTRACTOR's undisputed invoiced amounts will be considered a material breach of this Agreement.
- 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 damages, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR, but only to the extent such damages 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 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. 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.
- 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, which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$500,000 per claim; \$1,500,000 per occurrence; and \$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. Insurance minimum limits for professional liability coverages are:

\$1,000,000 per claim and 3,000,000 in annual aggregate.

- 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 provided that CONTRACTOR shall be entitled to mention the project and the Services provided in future proposals as proof of CONTRACTOR's experience with this type of work.

- 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 or 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 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 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. Notwithstanding the foregoing, County's right to inspect, copy and audit shall not extend to the composition of CONTRACTOR's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.
- 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.
- XIX. **FORCE MAJEURE:** Any default in the performance of this agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, pandemic or any other cause beyond the reasonable control or contemplation of either party.
- XX. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** Neither the County nor the CONTRACTOR shall be liable to the other for any consequential damages incurred due to the fault of the other or their agents. Consequential damages include, but are not limited to, loss of use, loss of profit, and loss of markets. Such mutual waiver of consequential damages shall not constitute a waiver of liability for damages caused by the errors, omissions, negligence or intentional acts of either party, their employees or assigns. Additionally, notwithstanding this clause, CONTRACTOR shall remain financially responsible to County for any direct damages that the County may incur to hire another consultant in the event of CONTRACTOR's failure to perform as agreed. CONTRACTOR shall be provided with prior written notice and an opportunity to cure (at CONTRACTOR'S sole cost) within 30 business days before the County may hire another consultant to remedy any breach or error of CONTRACTOR.
- XXI. **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 – Stantec Consulting Services Inc.

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: 
Name and Title: Chad Rogers, Corporate Counsel
Date: May 26, 2021

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, AS REVISED:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: 05/26/2021

Chisago County, I-35 Stacy Interchange

Concept Development Scope of Work

May 5, 2021

The Scope of Work identified below will be delivered in a phased approach at the discretion of the Chisago County Engineer through a series of Work Orders. As work progresses, tasks may be completed in standalone Work Orders or combined Work Orders. Fees for the task(s) included in each Work Order will be determined at the time each Work Order is prepared. The consultant shall not perform any work on any Work Order without written approval from the Chisago County Engineer. The total cost for completing all approved Work Orders included in this Scope of Work shall not exceed \$30,000 without written permission from the client. All Work Orders approved by Chisago County related to this Scope of Work shall be governed by the attached Professional Services Terms and Conditions.

Scope of Work

1. Project Management

- 1.1. Develop the project history, benefits, description, purpose & need, and schedule to determine the estimated duration of future phases of project development.
- 1.2. General management tasks required for the completion of this project including monthly status reports, meeting minutes, and invoicing.

2. Data Collection/Environmental Scan/Existing Conditions Memo

- 2.1. Confirm the study area boundary with Chisago County and other applicable project partners.
- 2.2. Review readily available geographic, environmental, traffic, and roadway data as well as previously completed studies. Agency websites searched will include Chisago County, City of Stacy, MPCA What's in My Neighborhood, US Fish and Wildlife Service (iPAC), NWI, EPA EJ Screening Tool, Minnesota SHPO online archaeological site files, FEMA Floodplain Maps, MnDOT and MnDNR NHIS Data.
- 2.3. An Existing Conditions memo will be created based on the information collected above. This will include applicable mapping, a summary of previous studies, and a preliminary environmental scan. Items included in this memo are anticipated to be environmental justice population considerations, wetland/water resources, cultural resources, land use, multi-modal transportation, section 4(f) and 6(f), floodplain, wildlife and T&E species, existing roadway characteristics (geometry, right of way, access, ADT, structures), and contaminated materials.
- 2.4. Submit the Existing Conditions memo for review and comment.
- 2.5. Revise and finalize the Existing Conditions memo to reflect any pertinent information received through agency review.

3. Concept Development

Stantec will develop horizontal alignments and vertical profiles for up to three geometric concepts at the existing interchange and surrounding area. Each concept will be evaluated for compliance with MnDOT and County geometric standards, utilizing strategies to avoid and/or minimize impacts to right-of-way acquisition.

- 3.1. Perform a traffic analysis using the latest AADT information available. (Optional Service: collect current traffic and turning movement counts).

- 3.2. Evaluate the adequacy of the existing geometrics surrounding the I-35/CSAH 19 interchange including the through lanes and turn lanes on CSAH 19 and the approach roadway intersections, including Falcon Ave. N, Kwik Trip access, I-35 ramp intersections and Fenway Ave.
- 3.3. Develop concepts that meet State and County (CSAH) design standards.
- 3.4. Identify ADA improvements including pedestrian and bicycle facilities along CSAH 19.
- 3.5. Complete a turning path analysis for each concept.
- 3.6. A Decision Matrix will be developed in collaboration with county staff including priorities and weighting criteria. The matrix will be used to supply a comparison of the impacts of the concepts including issues like right-of-way, cost, and environmental impacts.
- 3.7. County will review the concept layouts and Decision Matrix then provide comments to be incorporated into the revised concepts.
- 3.8. Identify a Preferred Concept for the interchange.

4. Cost Estimates

Stantec will utilize internal and external construction cost database information in combination with our experience, knowledge of the project, and interactions with area contractors to produce accurate planning level cost estimates.

- 4.1. Prepare initial planning level cost estimate on project onset.
- 4.2. Develop planning level estimates for each concept identified in Task 3. If desired, the cost estimates will be prepared showing agency splits and potential funding sources. These cost estimates will be modified as required for future funding applications according to the requirements of each potential funding source and items eligible for the specific funding program.
- 4.3. Prepare updated cost estimate for preferred the option that includes construction and engineering costs.

5. Funding Search

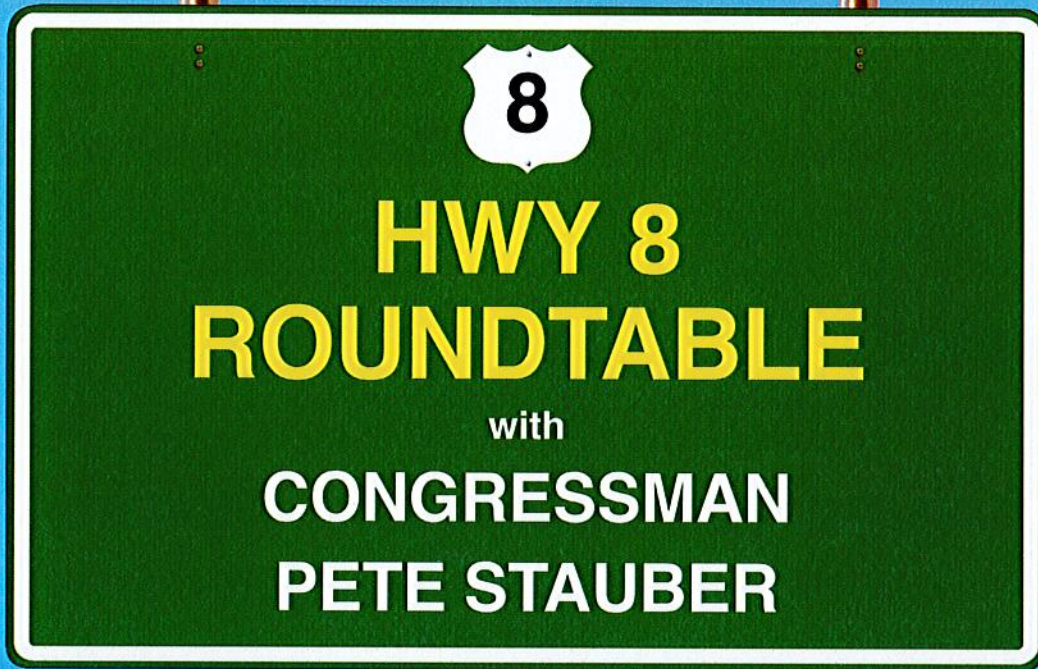
Stantec will research and review funding opportunities that would be applicable to the project.

- 5.1. Review of applicable planning documents.
- 5.2. Research potential state and federal funding sources.
- 5.3. Confirm eligibility and determine competitiveness.
- 5.4. Evaluate probability of success and return on effort.
- 5.5. Prioritize with the County and Stantec team which grant programs should be pursued.
- 5.6. Finalize funding strategy and schedule for associated programs.
- 5.7. (Optional Service: assist the County with identified funding applications.)

6. Report Preparation

- 6.1. Prepare a draft report that builds on the Existing Conditions Memo and includes information on concept development, the decision process, estimated costs, and funding availability.
- 6.2. Submit the draft report for review and comment.
- 6.3. Revise and finalize the report to reflect any pertinent information received through agency review.

CORR.



Thursday June 3rd, 2021
10:30-Noon

Location: Uncommon Loon Brewing Company
10825 Lake Blvd, Chisago City, MN 55013

A photograph of a road construction site. In the foreground, a red diamond-shaped detour sign with the text 'DETOUR 1000 FT' is visible. Two cars are on the road, one in the left lane and one in the right lane. In the background, there is a construction site with a large white barrier and a yellow excavator. The sky is blue and the trees are green.

***Event is Open to the Public
Hosted by Chisago County***



PROJECT BACKGROUND

Highway 8 is an important interregional corridor that serves a variety of transportation needs. It is vital to sustaining local commerce and energizing future economic growth and vitality.

In recent years, Highway 8 has become increasingly strained due to high levels of daily commuters, large trucks hauling freight, and spikes in weekend recreational traffic.

A proliferation of secondary roads and private driveways provide direct access to and from Highway 8 which contribute to safety and mobility issues.

WHY IS THIS PROJECT NEEDED?



**30% increase
in future traffic**

Traffic volumes on this two-lane highway **already exceeds 22,000 vehicles per day** and are expected to increase 30-40% by the year 2040.



**No current
bicycle or
pedestrian
facilities**

This project provides an opportunity for an off-road pedestrian and bicycle trail that could connect to other regional trails.



1,135

crashes reported along TH 8 from 2008-2017

9 fatalities from 2008-2017

11 serious injuries from 2008-2017



Over **225**
access/conflict
points over the

22 mile corridor

including county highways, city streets and commercial, residential and agricultural driveways.

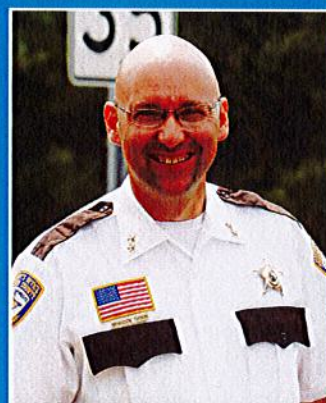


Residential and commercial development along the TH 8 corridor is continuing to occur and expected to increase.



"The project will address system performance, improve the safety of the corridor for motorists and pedestrians, and supports local and regional economic and community development."

- US Representative Pete Stauber, MN District 8



"On a daily basis I see drivers taking risks, such as illegally passing on the shoulder, which often results in a serious crash."

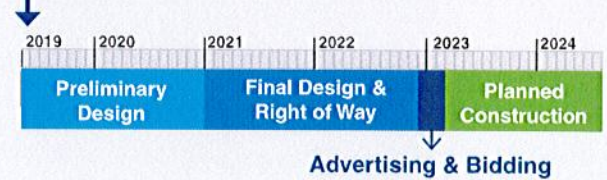
- Sheriff Brandon Thyen, Chisago County Sheriff's Office

THE SOLUTION

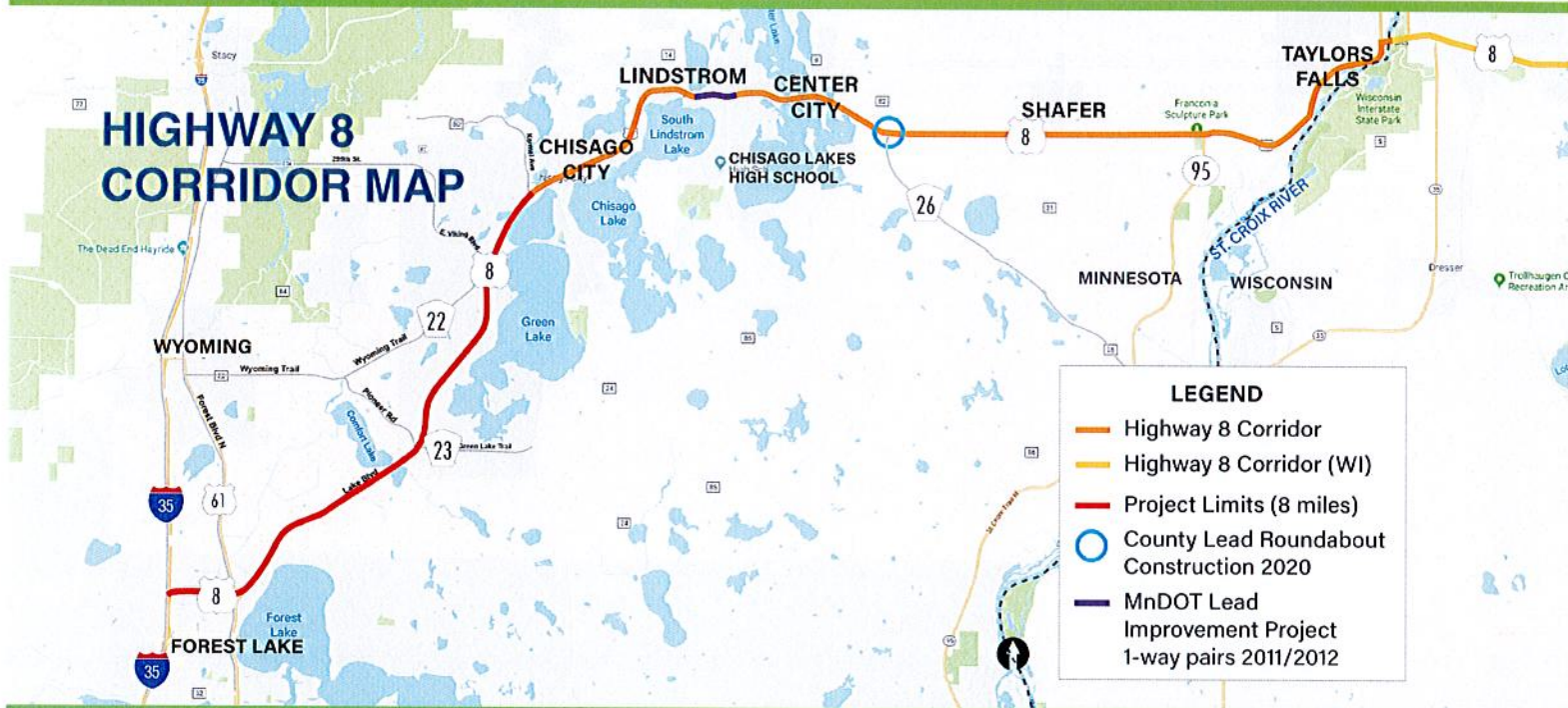
The solution will likely involve converting Highway 8 to a 4-lane divided roadway with a raised 6" median separating directional traffic. Proper access management will play a critical part in improving safety and mobility.

PROJECT TIMELINE

WE ARE HERE



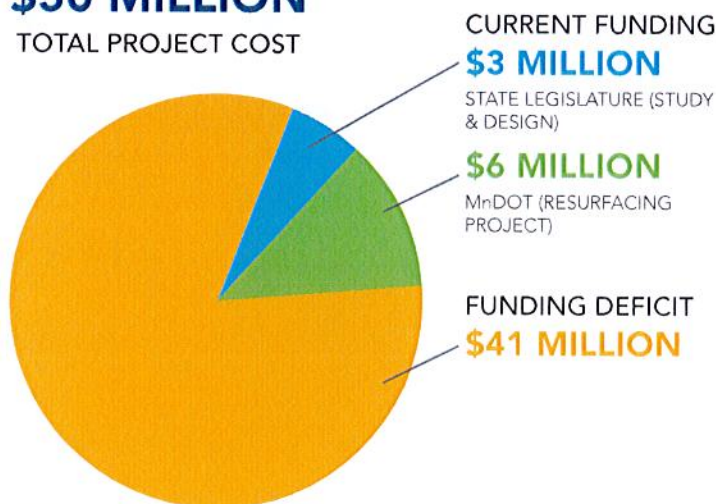
HIGHWAY 8 CORRIDOR MAP



WE ARE ASKING FOR YOUR SUPPORT

\$50 MILLION

TOTAL PROJECT COST



Note:

- Local Agency contributions currently include staff and consultant engineer/planner time.
- The County has applied for a \$25M Federal BUILD Grant.

CONTACT

Joe K. Triplett, PE, County Engineer

651-213-8700 | Joe.Triplett@chisagocounty.us
313 N. Main Street, Rm 400,
Center City, MN 55012

www.chisagocounty.us/1115/Trunk-Highway-8

Trunk Highway 8 Coalition members:

- | | | |
|-------------------------|---------------------------------------|---|
| • Chisago County | • Shafer Township | • Wyoming Chamber of Commerce |
| • Washington County | • Mndot Metro District | • Chisago Lakes Chamber of Commerce |
| • City of Chisago | • TH 8 Taskforce | • Chisago Lakes School District |
| • City of Wyoming | • Chisago County Sheriff's Department | • Forest Lake School District |
| • City of Forest Lake | • Lakes Area Police Department | • Comfort Lake/Forest Lake Watershed District |
| • City of Lindstrom | • Wyoming Police Department | • Chisago County Lake Improvement District |
| • City of Center City | • Forest Lake Police Department | |
| • City of Shafer | • Lakes Area EMS | |
| • City of Taylors Falls | • Chisago County HRA/EDA | |
| • Chisago Lake Township | | |
| • Franconia Township | | |





Minnesota Inter-County Association

(651)222-8737 | www.MICA.org

MICA Weekly Legislative Update

Issue No. 21

May 24, 2021

BENTON • BLUE EARTH • CARVER • CHISAGO • CROW WING • DAKOTA • OLMSTED • OTTER TAIL • RICE • ST. LOUIS • SCOTT • SHERBURNE • STEARNS • WASHINGTON • WINONA

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Leadership & Overall
Bonding & Capital Investment
Taxes & Fiscal Policy
Transportation

Health & Human Services
Corrections & Public Safety
General Government & Other
Environment

Leadership and Overall

Under the [Global Agreement and Working Group Framework](#) reached by Governor Tim Walz, House Speaker Melissa Hortman, and Senate Majority Leader Paul Gazelka announced last Monday, House and Senate Conference Committees, now working groups, are supposed to have biennial budget spreadsheets agreed upon by this Friday, May 28, at 5:00 p.m, with bill language to be agreed on by June 4.

Virtually no 'working groups' met publicly last week. Private negotiations were more active on some bills than others, but primarily among conference committee chairs. There was limited to no negotiation occurring on bills, including those containing the more contentious policy language.

Overall, last week seemed to be a bit of a 'catching your breath' phase, even as state officials, legislators, and local governments continued to work to fully understand the implications of the targets and the ARP Fiscal Recovery Funds [Interim Final Rule](#). Additionally, there seemed to some disappointment about the targets themselves, and a desire to allocate larger amounts of available federal funds for use by committees, including, potentially, by the bonding committees. It remains to be seen whether the three leaders will revisit biennial budget targets, or whether discussion of a bonding bill among all four caucus leaders and the Governor will influence biennial budget numbers.

Consequently, there is very little to report publicly in this update. As a recap, headed into what we hope will be a very productive week of reaching agreements on biennial budget omnibus bills, along with resolving the many significant differences yet to be worked out, consistent with the following parameters:

- Of the \$2.833 billion of federal ARPA State Fiscal Recovery Funds¹, \$500 million is placed in a "COVID Flexible Fund," from which the Governor may make applications, apparently after consulting with a legislative advisory committee. \$1.1 billion will be negotiated by the legislature as part of the biennial budgets, and allocation of the remaining \$1.233 billion will be deferred to action by the 2022 legislature. This agreement appears to resolve one major point of contention related to whether the Governor would use existing statutory authority to directly allocate ARPA funds after regular session ended, subject only to the advice of the legislature, or negotiate ARPA uses with the legislature.

¹ Based on the *Interim Final Rule*, the state has determined that at least the \$1.1 billion qualifies as revenue replacement, which allows for the most flexible use for 'government services.'

- Of the \$1.1 billion of ARPA funds to be negotiated by the legislature this session, \$550 million is allocated to each biennium FY22-23 and FY24-25². The Global Agreement also provides for restoration of the state Budget Reserve to \$2.377 billion, and a balanced biennial budget after adoption of bills conforming to the following budget targets:

Outline of Global Agreement on biennial state Budget Targets General Fund - Amounts Reflect Differences from Forecast (in millions)			
	FY 2022-23	FY 2024-25	ARPA SFRF FY 2021-23
A. February Forecast Balance*	1,664	707	
B. SFSR Revenue Replacement	550	550	1,100
C. Resources Allocated (A + B)	2,214	1,257	
Finance Committees (net spending increases)			
E-12 Education	525	675	
Higher Education	100	100	
Health & Human Services	100	100	
Environment	30	10	
Ag/Broadband	10	10	
Housing	10	12	
Transportation	200	15	
Public Safety	105	110	
Labor/Workforce**	125	17	
Energy & Commerce	16	8	
State Government	67	63	
Capital	TBD	TBD	
Other Bills	9.6	6.9	
COVID Flexible Fund	0	0	500
Tax Committee (net revenue reduction)	(754)	(180)	
D. Total Target Uses	2,052	1,307	
E. Budgetary Balance (D – C)	162	(50) + 162 = 112	

Specific items agreed to, included:

- That \$75 million of the \$500 million “COVID Flexible Fund” will be used for a Summer Learning program to help school children catch up on learning lost during the pandemic, while \$7 million will be for state government operating deficiencies, and \$12 million for the Minnesota Zoo.
- \$70 million for Broadband in “a bill to be determined”, suggesting it is reflected in the targets above.

² ARPA funds must be obligated by December 31, 2023. State FY2024 begins July 1, 2023.

- Any policy and finance items included in a final omnibus bill must be agreed to by the Governor, Speaker of the House, and Senate Majority Leader.

The last bullet point may prove to be the key parameter, as it potentially sets the stage for any/all controversial items falling by the wayside, rather than preventing a biennial budget agreement by July 1.

Bonding and Capital Investment – Matt Massman (651-222-8737)

Last Week

The development of a bonding bill is often a bit murky. Remote only access, in a post-session of a biennial budget (non-bonding) session, can make it even more difficult to follow. It is clear, however, from the statements of legislative leaders last week that, having reached a biennial budget framework, the green light to pursue a bonding bill is now ON.

Additionally, physical access to the Capitol itself, and to decision-makers may soon be changing. The fencing around the Capitol is expected to be taken down June 1, with public access returning sometime soon after that (perhaps June 10).

This Week

No leadership target was set for a bonding bill, at least not one that was publicly announced. That said, the likely potential scope and resource pool includes:

- Debt service for \$240 million of GO-bonding is built into the February forecast base, meaning at least that much can be agreed to without a new spending target.
- \$179 million is Minnesota's allocation of ARP capital spending funding, which has broad eligible uses and may well be allocated in a bonding bill.
- The \$70 million identified in the targets for Broadband was not identified for a specific bill, and there were indications last week that it may be carried in bonding.

Additionally, there is \$1.233 billion of ARP State Recovery Funds that were left unallocated as part of the announced Global Agreement. Consequently, there is always potential, if not a likelihood that legislative leaders and the Governor may revisit that pot of funds to smooth out differences as omnibus budget bill details are deliberated.

Taxes and Fiscal Policy – Matt Massman (651-222-8737)

Last Week

The good news is that the Omnibus Tax Conference Committee was engaged in productive negotiations prior to the end of regular session, having agreed on six less controversial bill articles, while awaiting targets. Following the announcement of the targets and global agreement, it is clear much of the target will be consumed by full federal tax conformity on forgiven PPP loans and excluded unemployment benefits up to \$10,200.

In related economic and fiscal news:

- For the fourth straight month, Minnesota gained jobs, adding 11,300 in April, as the MN Unemployment rate declined slightly to 4.1% (compared to 6.1% nationally) [according to DEED](#).
- In Washington D.C., the [Associated press reported](#) last week on the status of negotiations on President Biden's proposed \$2.3 Trillion infrastructure, including an offer to reduce the package to \$1.7 Trillion to achieve bi-partisan support. [The Hill similarly reported](#).

- **Other ARP Resources** – counties may also want to be aware of the wide variety of federal ARP funds, beyond the state and local fiscal recovery funds, including:
 - Here is an [MMB Summary of the full \\$9.0 billion](#) that will flow to Minnesota from the American Recovery Plan Act.
 - Here is a summary of [health and human service related ARP funds](#).
 - Here is a [link to MN Department of Education webpage](#) summarizing federal funds.

For your interest, as [summarized here](#), a total of nearly \$13 billion of federal relief has flowed to Minnesota public entities since the start of the pandemic. That amount does not include direct payments to individuals.

This Week

The budget target for net revenue loss in the Omnibus Tax bill is \$754 million in FY 2022-23, and \$180 million in FY 2024-25. Full conformity for PPP loan forgiveness and 2020 unemployment benefits

up to \$10,200 amounts to \$644 million in FY 2022-23, and \$46 million in FY 2024-25, leaving about \$120 million net for other tax conformity provisions, and House and Senate tax proposals yet to be negotiated.

For counties, the most significant spending items had been a proposal for about \$90 million one-time for county covid relief grants to businesses and non-profits, and \$25 million annually for youth Homeless Prevention Aid.

- Here is a link to [homeless prevention aid estimates](#) by county.

Additionally, there is roughly \$60 million each biennium of common provisions in the House and Senate bills. If those common provisions are maintained, flexibility under the target will be limited unless some small revenue enhancers are found to be agreeable to conferees as differences are worked out.

No working group meetings have been scheduled at this time.

Transportation – Steve Novak (763-458-8232)

Last Week

There have been no public transportation meetings since the end of the regular session. Transportation received a \$200 Million target from the \$1.6 Billion general fund surplus. There is no indication so far as to how those dollars will be distributed. Many in the transportation community are advocating for these one-time dollars to be used to help the local road and bridge programs. The general fund appropriation listed in the targets drops down to \$15 Million in the following biennium (FY 24-25).

Agreement was not reached regarding the level of funding for a capital bonding bill. It is rumored that the Conference Committee Transportation Chairs have continued to meet since the end of regular session.

This Week

The House and Senate wrapped up their respective 2021 sessions and committees Monday the 17th, and the 2022 Legislature will convene on Monday, January 31st, 2022.

Health and Human Services – Nancy Silesky (612-747-7242)

Last Week

Week in Review: With one week behind us since the end of the regular legislative session, there is little to report at this time. Chairs continue to work behind the scenes in an effort to produce a work product by the deadlines established last Monday by Senate Majority Leader Paul Gazelka (R-East Gull Lake), Speaker Melissa Hortman (DFL-Brooklyn Park) and Governor Tim Walz in advance of a June 14 special session:

- Friday, May 28: spreadsheets for the various budget bills due
- Friday, June 4: language for the various omnibus budget bills due
- Monday, June 14: Special Session

As reported previously, the spending target for health and human services is \$100 million.

Because the Legislature is not technically in session, conference committees are now convening as “work groups.” Pursuant to the agreement worked out by Senator Gazelka, Speaker Hortman and the Governor, any policy and finance provisions included in final omnibus finance bills must be agreed to by all three of them. In addition, it is noted that the global budget targets agreement

reached by the three leaders does not ensure approval of any omnibus bills.

America Rescue Plan (ARP): Today, Monday the 24th, the health and human services work group will convene to receive a presentation from DHS on allowable uses of health and human services federal funding. Link to [American Rescue Plan Federal Funds](#) committee meeting slideshow.

Governor Continues Some Emergency Powers: On May 14, Governor Walz’s emergency powers were extended an additional 30 days. In explaining the extension, the Governor indicated that he still needs emergency powers for testing, vaccination rollout and to access federal funds. This Executive Order expires on June 14, which coincides with the day the Legislature will return for a special session to complete its work.

This Week

The House and Senate wrapped up their respective 2021 sessions and committees Monday the 17th, and the 2022 Legislature will convene on Monday, January 31st, 2022.

Corrections and Public Safety – Carli Stark (612-414-1869)

Last Week

Major differences remain over public safety and policing reforms.

This Week

No public working group meetings have been scheduled.

General Government and Other – Matt Massman (651-222-8737)

Last Week

There were no public meetings on general government items last week, although MICA engaged with conferees and the Department of Labor Commissioner regarding wage theft and

earned sick and safe time provisions in the omnibus Workforce and Labor budget bill. While private discussions between the House, Senate, and Administration were under way, it appeared

meaningful differences on business relief and policy items remained.

On other bills, after adoption of technical and common elections law changes prior to the end of regular session, state government finance contains few budget implications for county governments. Vast differences for remaining budget and policy items could mean this bill primarily aims to agree upon budget items, with few policy changes.

MICA has also been closely following Housing, and particularly the eviction moratorium 'off-ramp' discussions. Two recent MinnPost articles capture the status of the ['off-ramp' negotiations](#) and [rollout of RentHelpMN](#).

This Week

No public working group discussions have been posted.

Environment

Last Week

All signs are pointing to progress being particularly slow on sorting through major budget and policy differences on the omnibus environment bill, including two years of LCCMR appropriations. As of last week, it appeared the Senate push for a

moratorium on a 'clean car' rule was the focal point of those differences, with no sign of public or private discussions occurring.

This Week

No known meetings are scheduled for this week at this time.

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Chisago County Park Board Meeting Agenda

Electronic Meeting

313 N. Main St. Room 130A, Center City, MN 55012

3:00 p.m. Thursday, May 20, 2021

Agenda Codes: BA-Board Action Required, D-Discussion Item, I-Informational

Items

- Approve Agenda (*Additions/Corrections/Deletions*) *BA*
- Approve Minutes from April 15, 2021 Park Board Meeting *BA*
- SIRT- Interstate State Park- Segment C *I*
 - Public Engagement Process-Post Cards and Trail Signage
- 2021 Kost Park Dam Inspection *I*
- 2021 Concession Agreements *I/BA*
- Capital Improvement Project Update *I/D*
- Shelter Project Update *I/D*
- SPRT- Wyoming Trailhead – Emergency Detour *I*
- Administrative Updates *I*
- Park Enhancements *I*
- Swedish Immigrant Regional Trail- Subgroup *D/BA*
- Staff Report *I*
- Summer Park Board Meeting Update *D/BA*
- Adjourn *BA*

Next Park Board meeting is scheduled for June 17, 2021.

Reminder to submit and sign vouchers

CHISAGO COUNTY PARK BOARD OFFICIAL PROCEEDINGS

Thursday, April 15, 2021

At 3:00 pm, Thursday, April 15, 2021 Chair Wille called the meeting of the Chisago County Park Board of Directors in a synchronous e-meeting due to Declaration of Local Emergency. The following members present: Jolene Wille, Dan Kaiser, Frank Storm, Jill Sicheneder and Gregg Carlson. Also present: County Commissioner Mike Robinson, Joe Tart; Park Director, Diane Sander; Support Specialist and Kurt Schneider; Environmental Services Director.

Meeting Summary:

- Unanimously the Board approved the agenda
- Unanimously the Board approved March 18, 2021 meeting minutes
- By consensus, Director Tart will determine new date/e-meeting or cancel July's Board meeting

Meeting was called to order by Chair Wille.

Motion by Gregg Carlson to approve the agenda. Second by Dan Kaiser and carried unanimously.

Motion by Dan Kaiser to approve the March 18, 2021 minutes. Second by Gregg Carlson and carried unanimously.

Swedish Immigrant Regional Trail (SIRT) - Interstate State Park Update

Director Tart reported that he has been working with WSB Consultants and have almost completed the public engagement process and website for the SIRT trail options within the City of Taylors Falls. The Board was provided a preview of what the public engagement website the is going to be displayed. Board discussed the trail options and locations. Challenges include steep grade and disturbance of natural resources within Interstate State Park. The website should be up for three weeks to gather public input and comments.

Parks Seasonal Staffing

Director Tart provided an overview of the number of applications received for each position for the 2021 season. He provided a comparison to the 2020 applications. Very excited that we received some great applicants. Pending background checks, will be fully staffed for Seasonal Collection Attendants, Seasonal Park Rangers, Seasonal Park Maintenance Workers and Seasonal Parks Maintenance Technician. Director Tart has been conducting interviews and will continue through the end of next week.

DNR – Natural and Scenic Grant Application

Director Tart provided an overview of the grant application's timeline, funding request, and reasons for the request of funds. Application was more challenging than originally anticipated along with mapping requirements. The property had a dated appraisal so a new appraisal was needed for the application. The appraisal amount was higher and the funding request will cover the full purchase price.

Capital Improvement Plan

Director Tart reviewed the items and projects that were approved for 2021 and anticipated timeline for purchase and completion. Ki-Chi-Saga baseball benches and dugouts were displayed. Board discussed timeline for installation, contractor, and Americans with Disabilities Act (ADA) requirements.

Park Shelter Repairs

Director Tart reviewed the quotes for shelter repairs. Fish Lake Shelter will receive new aluminum soffit and fascia. Checkerboard Shelter will have new soffit, fascia and new roof. Ki-Chi-Saga Shelter 1 will have new soffit, fascia, reroof and replace south gable end. Ki-Chi-Saga Shelter 2 will receive new aluminum soffit and fascia. Repairs are coming out of the operating budget. Dan Kaiser suggested removing a tree close to checkerboard shelter prior to the new roof.

Ki-Chi-Saga Park, Athletic Field Usage 2021

Director Tart reviewed the athletic field usage for Lacrosse, Traveling Baseball and Soccer with dates reserved, time and number of fields. Maintenance has been painting lines and starting to drag baseball fields. Lakes Area Recreation Association (LARA) has been great to work with during the transition to the new scheduling and maintenance system.

Sunrise Prairie Regional Trail (SPRT) – 2021 Detour

Director Tart reported the SPRT will be closed with detour during three separate construction projects scheduled from April through September. First project, County will be installing water main services and pavement replacement north of HWY 95 on County Road 30 from North Branch to Harris. Small section of trail will be impacted and rest will not see much disruption. Second project, City of Wyoming is performing utility upgrades and street construction on East Viking Boulevard. City of Wyoming will provide construction/detours updates on their website and likely staff will be adding the same updates to the county website. Construction will start at the end of April and continue through July. The MS 150 will not be coming north this year and will not be impacted by these projects. The Rebook Ragnar Run is scheduled for August 20th and 21st. The relay run begins in St. Paul and ends in Duluth and the course will be rerouted to avoid construction. Third project, Minnesota Department of Transportation (MnDOT) is likely making improvements to pedestrian ramps on HWY 61 between HWY 8 in Forest Lake going north to City of Wyoming. Survey stakes have been placed along trail corridor, but MnDOT has not been in contact with staff regarding the project. Director Tart indicated he would support trail users crossing intersections with crossing lights and trying to keep trail users and traffic on different detoured routes to help increase safety measures.

Staff Report

Park and Trail Maintenance - Director Tart highlighted spring work list for the upcoming month.

Shelter Reservations – Sixteen reservations have been accepted and the first reservation is scheduled for April 17th.

Water and Restrooms - Water will be turned on this weekend at Ki-Chi-Saga Park for bathroom usage. A total of seven portable restrooms were installed a bit earlier this year to accommodate park and trail users.

Information Kiosk - Meeting was held on kiosk placements and it is anticipated the kiosks will be installed in the next few months. There is a possibility to utilize private property east of the Tern Avenue trailhead for a kiosk location. If so, a land use agreement should be established.

Lease Agreement – County attorney indicated the need to update the lease on the Karl Oskar House. There has been a name change from Lindstrom Historical Society to the Friends of the Karl Oskar House and the lease should reflect the change.

Summer Park Board Meeting Locations

Director Tart reviewed the upcoming meeting schedule with anticipated meeting locations in various parks and trailhead locations. Director Tart indicated he may not be available for July's Board meeting date and suggested the following; a date change, providing a Director's Report, e-meeting if Board action is needed or cancelling meeting. Gregg Carlson indicated the Board has historically skipped a meeting or two during the year. **By consensus**, Director Tart will determine new date or cancel July's meeting. Frank Storm discussed electronic and in-person meetings. Board discussed meeting format options. Staff will conduct a trial run with the tablet to see if an electronic meeting could be conducted from a remote location. Director Tart will notify the Board of the results. Upcoming meeting locations:

May at Checkerboard Park

September at Ki-Chi-Saga Park

June at Trailhead in City of Taylors Falls

October at Dennis Frandsen Park

July – Director Tart will determine alternatives

November at Kost Dam Park

August at Fish Lake Park

All meetings will be weather/temperature dependent and will be reschedule location when needed.

Adjourn – Motion by Dan Kaiser to adjourn the meeting. Second by Jill Sicheneder and carried unanimously.