



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

REGULAR MEETING – Wednesday, June 16, 2021 County Board Room, Room 172

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

COVID-19 Update – Chisago County Public Health

Road & Bridge Committee of the Whole:

Discussion

1.) County Engineer's Report TAB 1

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

- 2.) Prof. Serv. Agmts with Collins Engineering, Inc. for Annual Bridge Inspection Program TAB
3.) Professional Services Contract with Braun Intertec for Engineering Services TAB
4.) Award & Approval of 2021 Crack Seal Project TAB

7:00 p.m. Citizen's Forum

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

Board of Commissioners' Consent Agenda:

- 1.) R&B Committee Recommendation – County Engineer's Report TAB 1
2.) R&B Committee Recommendation – Prof. Agmt with Collins Engineering TAB 2
3.) R&B Committee Recommendation – Prof. Agmt with Braun Intertec TAB 3
4.) R&B Committee Recommendation – Award & Approval of 2021 Crack Seal Project TAB 4
5.) Minutes from the June 2, 2021 Regular Meeting TAB 5
6.) Payment of County's Warrants and Miscellaneous Bills TAB 6
7.) Renewal of Liquor, Wine, Club or 3.2% Licenses TAB 7

Environmental Services/Zoning Report – Kurt Schneider, Director

- 8.) Director's Report TAB 8
9.) HHW Facility/MPCA – Environmental Asst. Grant Agmt: *Recycling Yard Project* TAB 9

Other Business of the County Board

- 10.) Report and Recommendations from the June 15th, 2021 B/F Meeting (*Place Holder*) TAB 10
11.) Report and Recommendations from the June 9th, 2021 Personnel Committee Meeting TAB 11
12.) American Rescue Plan – Scope of Services and Engagement Letter – Baker Tilly TAB 12
13.) MDH County Grant Contract for Fraud Prevention Investigation 2022 – 2023 TAB 13
14.) Appointment to the Comfort Lake – Forest Lake Watershed District TAB 14

Discussion Items:

- Correspondence CORR.
- Administrator Updates

- 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.

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

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





CHISAGO COUNTY
DEPARTMENT OF PUBLIC WORKS

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

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: Chisago County Board of Commissioners
FROM: Joe Triplett, P.E.
DATE: June 9, 2021
RE: Public Works Director's Report

Construction Update:

- CSAH 30 – TH 95 to CSAH 10. Contractor set to start back up on June 14th.
- CSAH 4 – CSAH 7 to CSAH 2. County Forces are finished. Work expected to begin in August.
- CR64/65. County Forces have finished their work and contractor should be done by June 23rd
- Seal Coating Project. Contractor is looking to finish this week with striping to come later.
- Pavement Maintenance Mill/Overlay Project. Project looking to start up on June 21st.

Project Development Update:

- CSAH 26 between CSAH 37 and TH 8. Design and R/W acquisition is on going.
- CSAH 23/CSAH 24 Roundabout. Working on final design and R/W.
- Continuing to work on prelim designs for CR 79, CR 86 and CSAH 6 projects.

TH 8 Update

Congressman Stauber was in town on June 3rd to discuss the TH 8 project. The event was held at the Uncommon Loon and was well attended. In addition to the Congressman, we were able to hear from business owners, residents, elected officials and Mndot. Congressman Stauber has made the TH 8 project the top priority in his district and has submitted our project for a \$20M appropriation in the reauthorization bill.

Contracts

For your consideration is the annual crack sealing contract with Fahrner, construction testing contract with Braun Intertec and our annual bridge inspections contract with Collins Engineering. I recommend approval of all three contracts.

Local Road Improvement Grant Award

We were successful in our efforts to secure an additional \$500k in funding for our CSAH 23/24 Roundabout project south of Chisago City. We submitted our project for \$500k from the 2020 Local Road Improvement Program (LRIP) solicitation. The Legislature provided \$75M to the program in the 2020 Special Session. There were 425 project submittals statewide amounting to over \$344M in funding requests, however, only 75 projects were selected. Sunrise Township was also successful in obtaining \$275k for their River Rd/Mill St. project. The \$500k LRIP award will be in addition to the \$1.5M in federal HSIP dollars we were successful in obtaining.

Chisago County Request for Board Action

Meeting Date: June 16, 2021	Item Number: 2
Title of Item for Consideration: Professional Services Agreements with Collins Engineering, Inc. for Annual Bridge Inspection Program	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: As a part of our bridge program, Mndot and FHWA require annual bridge safety inspections to be conducted by a qualified, licensed Bridge Safety Inspector. Attachment(s): Contract for Bridge Inspection Services	
Action Requested/Recommended: The County Board is respectfully requested to approve the contract with Collins Engineering for the Annual Bridget Inspection Program. The following motion is suggested: <i>“Move to approve the contract with Collins Engineering for the Annual Bridget Inspection Program.”</i>	
Implications of Action: Board approval at tonight’s meeting will authorize the County to enter into contracts with Collins Engineering Inc. for bridge inspection services. 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
Bridge Inspections 2021

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Collins Engineers, Inc., 1599 Selby Avenue, Suite 206, St. Paul, MN 55104, 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 engineering services to conduct bridge inspections in Chisago County (52 bridges); and

WHEREAS, the CONTRACTOR represents it is qualified, duly licensed and willing to perform the services set forth in this contract; and

WHEREAS, the CONTRACTOR represents that all services provided under this contract will be completed before the individual bridge inspection due dates for the 20 bridges that have been identified as having inspection due dates in 2021 and the inspection of the remaining bridges will be completed in the course of the contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on June 17, 2021 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until April 30, 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. **CONTRACTOR'S DUTIES.** The CONTRACTOR shall perform such duties as described in Attachment A, attached hereto and incorporated by reference.
- III. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed the sum of Twelve Thousand and/100 Dollars (\$12,000.00). Said sum is based upon a per bridge cost of \$600 bridge. Notwithstanding the per bridge cost, the financial obligation of the County will not exceed the sum of Twelve Thousand and/100 Dollars (\$12,000.00), unless mutually agreed to by the parties in writing.
 - B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized

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

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

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

Name: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Rd., Rm 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: Barritt Lovelace, PE
Collins Engineers, Inc.
Address: 1599 Selby Avenue, Suite 206, St. Paul, MN 55104
Telephone: (651) 646-8502
E-Mail:

V. **CANCELLATION AND TERMINATION.**

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

- VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.
- VII. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.
- VIII. **INSURANCE.**
- A. *Workers' Compensation.* Contractor certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
- B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:
- \$500,000 per claim; \$1,500,000 per occurrence; \$3,000,000 annual aggregate
- C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this Contract. Said policies covering the errors and omissions of the professionals working under this Contract shall remain in effect for six (6) year following the completion of the work.
- IX. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.
- X. **MINNESOTA STATUTE §181.59.**

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

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason 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.

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

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

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

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

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

reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

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

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

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

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

APPROVED:

1. **CONTRACTOR – Collins Engineers, 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:
Title:
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

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

CERTIFIED:

By:
Title: Christina L. Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, CHISAGO COUNTY ATTORNEY

By: 
Jeffrey B. Fuge, Assistant County Attorney
Date: June 3, 2021



ATTACHMENT A
Professional and Technical Services Agreement
Chisago County and Collins Engineers, Inc.
County Board Approval: June 16, 2021

May 17, 2021

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

Re: 2021 Annual Bridge Inspections

Dear Mr. Triplett:

On behalf of Collins Engineers, Inc. (Collins) I am pleased to submit this proposal to provide professional engineering services as they relate to bridge inspections in Chisago County. There are 52 bridges for which the County has inspection-reporting jurisdiction. 20 of these bridges are due for inspection in 2021.

Collins is proposing to provide the following scope of services:

- Perform bridge inspections and submit inspection reports to MnDOT for the 20 bridges outlined in the attached inspection due report.
- A qualified Professional Engineer certified as a Bridge Safety Inspector Team Leader will perform the inspections, as required by MnDOT.
- The inspections will be performed in accordance with current MnDOT and FHWA inspection procedures.
- Program Administrator duties as required by MnDOT such as audits and scour reporting are included.
- An Inspection Summary Report for all of the Chisago County Bridges will be provided. This report will summarize the conditions of the bridges and provide priorities for replacement or rehabilitation.
- As an added value, Collins will make minor repairs such as clearing debris and tightening nuts where required and where possible.

Collins will complete the above tasks on a lump sum cost of \$12,000 or \$600 per bridge. The proposed work will be completed before the individual bridge inspection due dates

COLLINS ENGINEERS^{INC}

listed in the attached inspection due report. If you agree with the above proposal, please sign below and return one copy back to me.

Thank you for the opportunity to continue to be of service to you. Please do not hesitate to contact me at (651) 646-8502 with any questions or comments.

Sincerely,

Collins Engineers, Inc.



Barritt Lovelace, PE
Regional Manager

Chisago County

Date

cc: James Hamelka, PE, Collins Engineers, Inc.

MINNESOTA DEPARTMENT OF TRANSPORTATION

05/17/2021

BRIDGE INSPECTIONS DUE BY FEB 15, 2022

CHISAGO COUNTY

SORTED BY INSPECTION DATE

BR NO	BR NO	AGCY	ROUTE	REF POINT	FACILITY CARRIED	FEATURE INTERSECTED	BUILT	SUFF RATE	DEF	LAST	INSP	NEXT INSP
13J18	6488	RUSHSEBA	TWP 33	000+00.790	TWNS 33	RUSH CREEK	2015	100.0	ADEQ	08/23/2017	48	08/23/2021
13520	13521	SUNRISE	CSAH 30	004+00.156	CSAH 30	W BR SUNRISE RIVER	1949	99.5	ADEQ	09/17/2019	24	09/17/2021
13522	13523	SUNRISE	CSAH 9	011+00.662	CSAH 9	SUNRISE RIVER	2014	98.8	ADEQ	09/17/2019	24	09/17/2021
13524	13525	SUNRISE	CNTY 57	002+00.010	CR 57	GOOSE CREEK	2012	99.7	ADEQ	09/17/2019	24	09/17/2021
13526	13527	SUNRISE	CSAH 11	003+00.228	CSAH 11	SUNRISE RIVER	2014	98.7	ADEQ	09/17/2019	24	09/17/2021
13528	13529	LENT	CSAH 30	024+00.338	CSAH 30	RUSH CREEK	2011	99.6	ADEQ	09/17/2019	24	09/17/2021
13530	13531	RUSHSEBA	CSAH 19	004+00.850	CSAH 19	SUNRISE RIVER	2013	96.5	ADEQ	09/17/2019	24	09/17/2021
13532	13533	FISH LAKE	CSAH 56	008+00.076	CR 56	ROCK CREEK	2014	94.9	ADEQ	09/17/2019	24	09/17/2021
13534	13535	RUSHSEBA	CSAH 8	006+00.540	CSAH 8	GOOSE CREEK	2013	99.8	ADEQ	09/17/2019	24	09/17/2021
13536	13537	SUNRISE	CSAH 36	000+00.881	CSAH 36	SUNRISE RIVER	2015	99.4	ADEQ	09/17/2019	24	09/17/2021
13538	13539	SHAFER	CSAH 30	025+00.962	CSAH 30	DITCH	2011	97.6	ADEQ	09/17/2019	24	09/17/2021
13540	13541	FRANCONIA	CSAH 16	005+00.090	CSAH 16	DRY CREEK	1945	81.8	ADEQ	09/17/2019	24	09/17/2021
13542	13543	SUNRISE	TWP 368	000+00.020	TWNS 368	LAWRENCE CREEK	1963	71.7	F.O.	09/17/2019	24	09/17/2021
13544	13545	LENT	TWP 187	000+00.210	TWNS 187	SUNRISE RIVER	2012	100.0	ADEQ	09/25/2017	48	09/25/2021
13546	13547	AMADOR	CNTY 67	001+00.060	CR 67	N BR SUNRISE RIVER	2013	99.9	ADEQ	09/25/2017	48	09/25/2021
13548	13549	FRANCONIA	CSAH 11	000+00.090	CSAH 11	STREAM	1972	99.6	ADEQ	09/25/2017	48	09/25/2021
13550	13551	FRANCONIA	CNTY 81	003+00.077	CR 81	DRY CREEK	2012	98.0	ADEQ	09/26/2017	48	09/26/2021
13552	13553	FRANCONIA	TWP 277	002+00.902	TWNS 277	LAWRENCE CREEK	2015	94.7	ADEQ	09/26/2017	48	09/26/2021
13554	13555	FRANCONIA	CSAH 22	003+00.680	CSAH 22	SUNRISE RIVER	1985	99.3	ADEQ	09/26/2017	48	09/26/2021
13556	13557	FRANCONIA	MUN 16	000+00.113	MUN 16	W BR SUNRISE RIVER (JD #	1991	98.0	ADEQ	09/26/2017	48	09/26/2021

20 BRIDGE INSPECTIONS DUE BY FEB 15, 2022

Chisago County Request for Board Action

Meeting Date: June 16, 2021	Item Number: 3		
Title of Item for Consideration: Professional Services Contract with Braun Intertec for Engineering Services			
Action Requested by: Joe Triplett, P.E.	Department: Public Works		
Previous Action on this Matter: None.			
Background: Public Works requires the assistance of Braun Intertec for construction testing services for 2021 highway projects.			
Attachment(s): Contract			
Action Requested/Recommended: The County Board is respectfully requested to approve the Professional Services Contract with Braun Intertec for Engineering Services. The following motion is suggested: <i>“Move to approve the Professional Services Contract with Braun Intertec for Engineering Services.”</i>			
Implications of Action: Will allow Public Works to work with Braun to perform required construction testing work for our highway projects Budget/Financial Implications: Contract services will be paid from 03-320-6273 Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.			
Administrator's Recommendation			
Approve 	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Braun Intertec Corporation, 11001 Hampshire Avenue South, Minneapolis, Minnesota 55438, 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 and technical services to perform construction materials testing for the 2021 Pavement Maintenance, CSAH 4 Resurfacing and County Road 64 and 65 Resurfacing projects; and

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

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on June 17, 2021, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until November 1, 2021, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT DOCUMENTS AND MERGER.** This professional services contract consists of this Professional and Technical Services Contract and the Braun Intertec Proposal QTB1134757, attached hereto and incorporated herein as **Attachment A**. Together the contract constitutes the agreement of the parties. To the extent that terms of the Professional and Technical Services Agreement conflict with the terms contained in Attachment A or the Braun Intertec Master Professional Services Agreement dated April 17, 2014, the terms of this Professional and Technical Services Contract shall prevail.
- III. **DUTIES and RESPONSIBILITIES OF COUNTY AND CONTRACTOR.**
 - A. The COUNTY shall perform those duties and responsibilities required of the COUNTY as set forth in the Braun Intertec Proposal QTB139690, which is attached hereto and incorporated herein as **Attachment A**.
 - B. CONTRACTOR shall perform those duties and responsibilities required of the CONTRACTOR as set forth and described in **Attachment A**.

IV. **CONSIDERATION AND TERMS OF PAYMENT.**

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Thirty-Five Thousand Four Hundred Sixty-Seven and No/100 Dollars (\$35,467.00) pursuant to **Attachment A**.

B. Terms of Payment.

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

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

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

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

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

Name: John P. Rutherford, Project Manager
Company: Braun Intertec Corporation
Address: 11001 Hampshire Avenue S.
Minneapolis, MN 55348
Telephone: (651) 487-7052
E-Mail:
Fax: (952) 995-2020

VI. **CANCELLATION AND TERMINATION.**

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

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

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

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

IX. **INSURANCE.**

- A. *Workers' Compensation.* Contractor certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
- B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

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

- C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this

Contract. Said policies covering the errors and omissions of the professionals working under this Contract shall remain in effect for six (6) year following the completion of the work.

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

XI. **MINNESOTA STATUTE §181.59.**

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

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason 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 claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

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

- XIV. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVI. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

- XVII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVIII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.
- XIV. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

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

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

APPROVED:

1. CONTRACTOR – Braun Intertec Corporation

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Christina L Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: 06/03/2021



Attachment A
Chisago County/Braun Intertec
Professional Services Agreement, June 16, 2021

Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

May 25, 2021

Proposal QTB139690

Benjamin Hobert, PE
Chisago County
313 N Main Street Rm 400
Center City, MN 55012

Re: Proposal for Construction Materials Testing Services
2021 Chisago County Pavement Maintenance Project
County State Aid Highway (C.S.A.H.) 4 Resurfacing Project
County Road 64 and 65 Resurfacing Project
City Project No. 13-MP-21, 13-04-21, 13-64-21, 13-65-21
Chisago County, Minnesota

Dear Mr. Hobert:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the 2021 Pavement Maintenance, C.S.A.H. 4 Resurfacing, and County Road 64 and 65 Resurfacing Projects in Chisago County, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

This project will include pavement improvements utilizing full depth reclaim and mill & overlay methods. We understand these projects will be taking place at the following locations:

- County State Aid Highway 1 from Bremer Avenue to Frandsen Avenue
- County State Aid Highway 30 from 8th Street to Colfax Street
- County State Aid Highway 4 from Stark Street to Rush Point Drive
- County State Aid Highway 19 from South Bound Entrance/Exit Ramp to I35E Bridge
- County State Aid Highway 19 from North Bound Entrance/Exit Ramp to I35E Bridge
- County State Aid Highway 23 from Itasca Avenue to Trunk Highway 8
- County State Aid Highway 20 from 1st Avenue to Magnolia Ridge Way
- County Road 68 from between 275th Avenue and Falcon Avenue
- County State Aid Highway 4 from Bush Point Drive to N. Lake Drive
- Flank Avenue from Fernwood Trail to 425th Street
- 425th Street from Flank Avenue to Falcon Avenue
- Falcon Avenue from 425th Street to 430th Street

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications (2021 Chisago County Pavement Maintenance Project) prepared by Chisago County, dated March 3, 2021.
- Project plans and specifications (C.S.A.H. 4 Resurfacing Project) prepared by Chisago County, dated January 11, 2021 and January 12, 2021 respectively.
- Project plans and specifications (County Road 64 and 65 Resurfacing Project) prepared by Chisago County, dated January 11, 2021 and January 12, 2021 respectively.
- Email correspondence with Ben Hobert from Chisago County regarding project scope of services.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soils Related Services

- Sample and test full depth reclamation and aggregate shoulder materials for compliance with the project documents. This task includes laboratory gradation testing of full depth reclamation and aggregate shoulder materials.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on full depth reclamation materials.

Bituminous Related Services

- We will perform a bituminous plant certification per requirements of MNDOT 2360 prior to production paving.
- Perform bituminous plant inspections which includes periodically observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests. Perform bituminous plant monitoring per MnDOT's 2360 specification.
- Collect verification samples per MnDOT's 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests: Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.

- Collect companion cores and test for thickness and density of pavement cores. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification. Review incentive and disincentive sheets completed by contractor.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We understand compaction testing on full depth reclamation materials will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of three tests will be conducted each trip with twelve trips assumed.
- We assume your full time on-site construction observer will observe the test rolling for this project.
- We anticipate one trip at eight hours to complete our certification of the bituminous plant.
- We assume bituminous plant inspections will be completed in fourteen days at eight hours per day.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$35,467**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

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

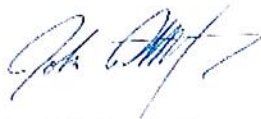
We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule. Our services will be provided under the terms of the Master Professional Services Agreement dated April 17, 2014.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact John Rutherford at 651.487.7052 (jrutherford@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



John P. Rutherford
Project Manager



Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachments:
Cost Estimate Table

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

CHISAGO COUNTY

Authorizer's Firm



Authorizer's Signature

JOE TRIPLETT

Authorizer's Name (please print or type)

DIRECTOR OF PUBLIC WORKS

Authorizer's Title

5/26/21

Date

BRAUN
INTERTEC

Project Proposal

QTB139690

Chisago Co. 2021 Full Depth Reclaim & PMP C.P. 13-MP-21

Client:

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

Work Site Address:

Various Streets
Rush City, MN 55069

Service Description:

Construction Materials Testing
CP 13-04-21
CP 13-64-21
CP 13-65-21

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing (CP 13-04-21, 13-64-21, 13-65-21)				\$6,332.00
217	Compaction Testing - DCP's	36.00	Hour	82.00	\$2,952.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Full Depth Reclamation	12.00	Trips	3.00	36.00
1530AG	Asphalt Content of Aggregate Base, per sample	2.00	Each	150.00	\$300.00
209	Sample pick-up	10.00	Hour	82.00	\$820.00
1162	Sieve Analysis with 200 wash, per sample	10.00	Each	136.00	\$1,360.00
1861	CMT Trip Charge	12.00	Each	75.00	\$900.00
Activity 1.2	Bituminous Plant Certification & Monitoring 13-MP-21				\$24,425.00
110	Plant Certification	8.00	Hour	130.00	\$1,040.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Certification	1.00	Trip	8.00	8.00
222	Plant Monitoring	112.00	Hour	104.00	\$11,648.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Monitoring	14.00	Trips	8.00	112.00
2689	MnDOT Asphalt Verification, per sample	14.00	Each	602.00	\$8,428.00
1542	Thickness and Density of Bituminous Core	42.00	Each	52.00	\$2,184.00
1861	CMT Trip Charge	15.00	Each	75.00	\$1,125.00
Activity 1.3	Project Management				\$4,710.00
226	Project Manager	22.00	Hour	160.00	\$3,520.00
228	Senior Project Manager	2.00	Hour	185.00	\$370.00
238	Project Assistant	10.00	Hour	82.00	\$820.00
Phase 1 Total:					\$35,467.00

Proposal Total:	\$35,467.00
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Chisago County Request for Board Action

Meeting Date: June 16, 2021	Item Number: 4
Title of Item for Consideration: Award & Approval of 2021 Crack Seal Project	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works received a quote for our crack sealing project. Fahrner Asphalt Sealers of Eau Claire, WI, quoted our project and the County Engineer recommends award and approval of project. Attachment(s): • Contract	
Action Requested/Recommended: The County Board is respectfully requested to approve the contract with Fahner Asphalt for the 2021 Crack Seal Project. The following motion is suggested: <i>“Move to approve & award project the contract to Fahner Asphalt for the 2021 Crack Seal Project.”</i>	
Implications of Action: Award and approval of this contract will allow the County to move forward and construct. Budget/Financial Implications: Project is funded from 03-330-6509. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve _____	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Project Contract for 2021 Crack Sealing Project

This Agreement entered into this 3rd day of June 2021,

Between the County:

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

and the Contractor:

Fahrner Asphalt Sealers
6615 US Hwy 12 W, Eau Claire, Wisconsin 54703

The Project: 2021 Crack Sealing Project

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

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

- 1.1 The Contract Documents, in order of priority, consist of:
 - (A) This Contract;
 - (B) The Instructions to Bidders;
 - (C) The Bid/Proposal Form;
 - (D) The General Conditions of the Contract;
 - (E) Project Manual;
 - (H) Drawings, Schemes and Designs and Specifications;
 - (I) All Modifications issued after execution of this Contract;
 - (J) Bonds and Insurance;
 - (K) The Contractor's final proposal.
- 1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.
- 1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

- 2.1 The Contractor shall perform all the Work required by the Contract Documents for the 2021 Crack Sealing Project all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.
- 3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.
- 3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approved progress schedule.

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

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Quote: Ninety-five thousand four hundred sixty-eight dollars and seventy-five cents (\$95,468.75).

ARTICLE V – PROGRESS PAYMENTS

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

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

ARTICLE VI – FINAL PAYMENT

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

ARTICLE VII – TERMINATION

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

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

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of

the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

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

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

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

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

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

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

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

ARTICLE IX - INDEMNIFICATION

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

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

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

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

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

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

ARTICLE XI - NOTICES

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

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

The Contractor:
Jason Pearson
Fahrner Asphalt
6615 US Hwy 12 W
Eau Claire, WI 54703
(651) 346-9026
jason.pearson@fahrnerasphalt.com

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

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

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

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

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than ~~forty (40)~~ full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or

transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

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

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

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

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

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

COUNTY OF CHISAGO

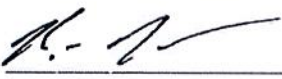
BY: _____
Chris Dubois, Chair
Chisago County Board

Dated: _____

Attest: _____

CONTRACTOR: FAHRNER ASPHALT SEALERS

STATE OF WISCONSIN)
) SS.
COUNTY OF Eau Claire)

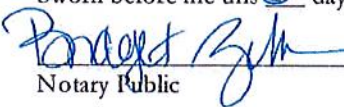
By:  Vice President
(Signature) (Title)

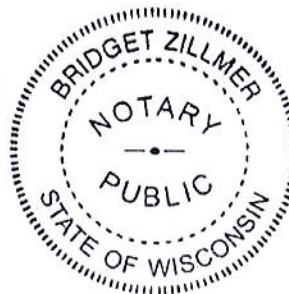
Dated: 6/3/2021

Print: Kevin Kruckow

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

Sworn before me this 3 day of June, 2021

 Exp 10/11/2024
Notary Public



Reviewed as to Form:


Chisago County Attorney

Dated 06/04/2021

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, June 02, 2021**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, June 02, 2021 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Robinson, Montzka. County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter were present.

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

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

COVID-19 Update Presented by Courtney Wehrenberg in Public Health– 6:31 p.m. to 6:40 p.m.

On motion by Montzka, seconded by Greene, the board moved to open the Health and Human Services Committee of the Whole at 6:40 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

Chair DuBose gave the gavel to Vice-Chair Greene.

Health and Human Services Director Robert Benson provided department updates. *No action was taken.*

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

On motion by DuBose, seconded by Montzka, the board moved to close the HHS Committee Board of the Whole at 6:46 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

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

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – Director's Report
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS

- 3.) HHS Committee Recommendation – Hazelden Scholarship LOA 2021-2022
- 4.) HHS Committee Recommendation – Out of State Travel – Transporting Client to CT
- 5.) Payment of County’s Warrants and Miscellaneous Bills
- 6.) Minutes from the May 19, 2021 Regular Meeting
- 7.) Application for Exempt Permit – Pheasants Forever – Chisago County

RESOLUTION NO. 21/0602-1
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.

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

9 On motion by Montzka, seconded by Greene, the Board moved to approve the 2021 State of Minnesota Annual Boat and Water Safety Grant. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

10 On motion by Montzka, seconded by Greene, the Board moved to approve the Concept Development Services Contract for I-35/CSAH 19 Interchange Project with Stantec. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

11 On motion by Greene, seconded by Montzka, the Board moved to approve the application for abatement of taxes for the following tax parcels: 17.00679.13 and 15.00619.05. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

Presentation – Federal and State Legislative Updates from 6:49 p.m. to 7:10 p.m.
Larkin Hoffman – Megan Knight, Jerry Seck, Logan O’Grady

CITIZENS FORUM

TIME – 7:10 p.m.

END TIME – 7:10 p.m.

0 letters, 0 emails, # of **SPEAKERS** = 0

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

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

On motion by Montzka, seconded by Greene, the Board adjourned the meeting at 7:22 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

Chris DuBose, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
June 16, 2021**

Item # 6

Payment of County's Warrants & Miscellaneous Bills

County Warrants = \$388,700.40

Lake Area Bank; Derek Anklan; Sheriff; supplies; \$222.31
Lake Area Bank; Matt Beckman; Sheriff; training; \$475.00
Lake Area Bank; John Keefe; Assessor; training; \$951.25
Lake Area Bank; Bridgitte Konrad; Auditor; training; \$370.00
Lake Area Bank; Kyle Puelston; Sheriff; registration, supplies; \$3,286.82
Lake Area Bank; Janet Reiter; Attorney; registration; \$40.00
Lake Area Bank; Barbara Shimmon; Highway; supplies; \$28.50
Lake Area Bank; Joseph Tart; Parks; supplies; \$283.99
Lake Area Bank; Brandon Thyen; Sheriff; conference; \$562.00
Lake Area Bank; Tracy Krona; HHS; supplies; \$192.76
Lake Area Bank; Ami Helmbrecht; HHS; supplies; \$138.49

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

CHISAGO COUNTY
BOARD OF COMMISSIONERS
June 16, 2021

TAB #7

***Renewal of Liquor, Wine, Club or 3.2% Licenses License
Period – June 16, 2021 to June 30, 2022***

- Almelund Ballpark – Almelund Lions Club
- Falcon Ridge Golf Course – Great Northern Golf Company
- Station on 17 – Peterson Kopp Inc.
- Lent Town Hall – Stacy Lions Club

******* All Applications with the Clerk of the Board*******



**Chisago County Department of
Environmental Services and Zoning**

313 No. Main St. #243
Center City, MN 55012
651-213-8374 ~ kmschne@co.chisago.mn.us

Memo

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: June 10, 2021
Re: **June 16, 2021 Directors Report**

Enclosed within your packets are the following Department of Environmental Services and Zoning presentation/action item(s). Action items are further detailed in their corresponding Request for Board Action (RBA) reports. Please contact the Department if you have any questions or concerns or wish to view detailed Action Item hearing or file documents in advance of your June 16, 2021, Board meeting.

Action Items:

1. Receive Directors Report
2. HHW Facility Environmental Assistance Grant Agreement: Chisago County Recycling Yard Project

Informational Item(s):

Board of Adjustment and Appeals:

The next regularly scheduled Board of Adjustment meeting is scheduled for May 27, 2021 at 7:00 pm. via remote attendance. Individuals wishing to observe the meeting or provide public hearing comment during the meeting may do so by telephone or electronic means. The Board will also meet on May 25, 2021, at 8:00 A.M. and depart separately from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tours of the agenda item properties. Item(s) for consideration include:

1. Mary Callahan – 44085 Cedarcrest Trail, Fish Lake Township; Sec. 22, T. 36, R. 22, (PID# 03.00304.00). Mary Callahan is requesting a variance to expand and enclose an existing nonconforming deck closer to the ordinary high water (OHW) of the lake and side yard than the required setbacks.
2. John and Ana Bivans – 52295 Azalea Avenue, Nessel Township; Sec. 9, T. 37, R. 22, (PID# 06.01284.00). John and Ava Bivans are requesting a variance to install a holding tanks closer to the ordinary high water (OHW) of the lake than the required setback.
3. Jesse Kramer – 29940 Glader Boulevard, Chisago Lake Township; Sec. 3, T. 33, R. 20, (PID# 02.01713.00). Jesse Kramer is requesting a variance to rebuild and expand an existing nonconforming detached garage closer to road than the required setback.

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, July 1, 2021, at 7:00 p.m. in the Lower Level of the Chisago County Government Center. The Commission tour of June 29, 2021 has been cancelled. Items for consideration include:

1. Johnny and Brittany Mold - Property at 49150 Dogwood Avenue, located north of County Road 7, Nessel Township; Sec.25, T.37, R.22, (PID #06.00553.00). Johnny and Brittany Mold are seeking approval of a preliminary plat of one-five acre lot and one-ten acre lot out of a 15 acre tract.
2. Public Hearing on Proposed Amendment(s) to Zoning, Subdivision, and Subsurface Sewage Treatment Ordinances concerning Buildable Area "One Acre Buildable" site, septic, and subdivision standard(s) ordinance modifications.
3. Zoning Ordinance Review –Accessory Structures and Uses Review
4. Zoning Ordinance Review – Shooting Range Standards

General Department Informational Item(s):

May construction & permit activity including Year-To-Date (YTD) information is provided as *attached*.

Staff has prepared and released an RFP for professional services for zoning and subdivision ordinance revision work in collaboration with Administration and County Attorneys office review as *attached*. Submission deadlines are slated for the end of June, at which time the RFP contemplates a review committee and expected discussion of budget needs/implications should the county proceed. The RFP was released via AMC web site services and the county web site and has also been distributed to 6+ consulting firms via direct contact.

Staff has received instruction from the Planning Commission to prioritize and incorporate the *attached* "buildable Area" replacement and home site and septic development standards (*two versions*) developed via Commission Subcommittee process into draft ordinance form with the scheduling of a Public Hearing if such draft ordinance can be prepared for review at their next meeting. Staff is working diligently to meet this timeline while also affording proper legal notice and counsel review of ordinance documents as to form.

WSB, project engineer for the Swedish Immigrant Regional Trail Segment C feasibility study/project have completed the electronic Public Engagement effort involving the feasibility of continued trail extension to the Taylors Falls Memorial Community Center. *Attached* is a recap memo including the project overview, survey option specifics, and resulting community feedback. Option 1 is identified as the weighted preferred option having received almost double the number of indicated preferences for any other option. Support for extension of the trail in this manner was not however universal. Consulting Engineer WSB is now incorporating these findings into a full feasibility report in conclusion of grant responsibilities by June 30, 2021.

The SWCD has recently updated and advised the Department of landowners they have been working with along Chisago County Public Ditches 1, 2 and 3 which are required to install a vegetative buffer

per the Minnesota Buffer Law (Minnesota Statutes 103F.48). In September 2020, and March 2021, the SWCD sent letters to landowners notifying them that all Chisago County Public Ditches will need to be in compliance with the Minnesota Buffer Law when annual inspections are completed, starting in June of 2021. To date the SWCD advises that 8 of the 19 appear to be compliant with the remainder either not compliant or still need to be inspected to determine if compliance has been met. Additional compliance is expected b based on landowner communications, however, it may also be that final compliance for all landowners will not be met at which time the SWCD will refer the matter(s) to the Department for enforcement actions. *(The Minnesota Buffer law was signed into law in June of 2015 and requires a 16.5-ft (measured from top of the adjacent bank) perennial vegetative buffer along public ditches no later than November 1, 2018. The enforcement of the buffer law locally was placed on hold to allow completion of re-determination of benefits and a re-establishment of records for Chisago County Public Ditches 1, 2 and 3. In December 2019, the Chisago County Board of Commissioners approved the Redetermination of Benefits and Reestablishment/Corrections of Drainage System Records.)*

May 2021 Building Report:

LOCATION	1. New Houses		2. Additions / Alterations Roofs/Decks /W ind. Foundations		3. Mechanical (gas curv, M11 setup, mech/plumbing, woodstove, fireplace)		4. Accessory / pole bldg, garage, shed, pool, fence, sign		5.6 Commercial New and Additions / alteration / mechanical		7. Multi-family		8. Septic Systems		Septic Certifications	
	May	YTD	May	YTD	May	YTD	May	YTD	May	YTD	May	YTD	May	YTD	May	YTD
Amador	0	1	1	7	0	2	1	2	0	3	0	0	0	0	1	5
Center City	0	1	3	8	1	3	1	1	0	5	0	0	0	0	0	0
Chisago City	3	11	18	59	3	26	5	6	2	4	0	0	1	1	1	9
Chisago Lake	2	8	18	56	3	13	5	14	0	0	0	0	4	6	4	27
Fish Lake	4	4	2	6	1	4	2	3	0	0	0	0	3	3	8	19
Franconia	0	1	2	9	0	7	4	6	0	2	0	0	1	1	1	7
Harris	1	2	1	6	0	2	1	2	0	1	0	0	1	1	0	3
Lindstrom	2	6	15	42	2	19	1	3	2	4	0	0	0	0	0	0
Nessel	3	4	8	17	0	2	2	4	0	0	0	0	2	4	5	14
Rush City	0	11	4	16	0	3	1	2	0	0	0	0	0	0	0	0
Rushseba	2	2	2	4	0	1	0	1	0	0	0	0	0	1	0	8
Shafer	1	2	0	3	0	4	3	5	0	1	0	0	1	1	0	3
Sunrise	0	3	2	11	1	7	0	2	0	2	0	0	0	2	1	14
TOTAL:	18	56	76	244	11	93	26	51	4	22	0	0	13	20	32	109
Year to Year Comparison	May	YTD	May	YTD	May	YTD	May	YTD	May	YTD	May	YTD	May	YTD	May	YTD
2020	8	36	63	193	5	80	14	26	1	8	0	0	8	12	27	119
2019	25	56	92	229	16	90	14	27	6	17	0	0	6	7	51	93
2018	23	53	80	174	15	59	19	27	4	17	0	0	7	9	33	80
2017	18	55	83	210	15	69	18	39	3	10	0	1	7	11	27	97

Chisago County Environmental Services & Zoning Department

**Request for Proposals
Professional Services for Zoning & Subdivision Ordinance Revisions**

Issuance Date: May 28, 2021

Submission Due Date: 9:00 AM Monday, June 28, 2021

Submissions Returned to:

Chisago County Environmental Services and Zoning Department
c/o: Kurt Schneider, Director
Environmental Services & Zoning Department Director
Chisago County Government Center
313 N. Main Street, Suite 240
Center City, MN 55012

Introduction:

The Chisago County Board of Commissioners is soliciting proposals from qualified consulting firms to assist in the development of general text and format updates and policy amendments to the existing Zoning and Subdivision ordinances. The successful firm will work with the existing County Planning Commission and county staff to gather input and develop fully updated ordinance provisions to recommend to the County Board of Commissioners on or before **Spring of 2022**. Even though the mission is to amend the ordinances in relation to the adopted 2017 Comprehensive Land Use Plan, all provisions of each ordinance will be open for consideration during this process. The Planning Commission has conducted numerous work session review meetings and identified preliminary priority areas of need within the current Zoning Ordinance. The current and most complete but uncodified copy of the County Zoning Ordinance, Shoreland Ordinance and Subdivision Ordinance are available for review at www.chisagocounty.us/403/Zoning-Subdivision and www.chisagocounty.us/382/Shoreland. The most current general areas of need and tabulated areas of discussion by the Planning Commission are available by contacting county staff member Diane Sander at www.Diane.Sander@chisagocounty.us.

Project Objectives:

The main objectives of this project will be: to effectively address the increasing development needs within the county; to more clearly define the specific appropriate levels of “uses” for each zone district; to correct some long standing inconsistencies contained within and between existing ordinance provisions; and to address various issues in shepherding a comprehensive Zoning & Subdivision Ordinances (including Shoreland Ordinance) development code update document to the County Board of Commissioners. Specific components in the development and recommendation of ordinance provisions, which would be the responsibility of the successful consultant, include:

Chisago County Environmental Services & Zoning Department

Request for Proposals
Professional Services for Zoning & Subdivision Ordinance Revisions

- ⇒ Review of issues identification and data gathering efforts carried out to date by the Planning Commission and county staff
- ⇒ Facilitate Planning Commission meetings for further issue identification and data gathering through the balance of the Zoning and corresponding Subdivision and Shoreland Ordinances.
- ⇒ Prepare Zoning Ordinance update meeting agendas, facilitate discussion and information gathering, and generate summary notes of each meeting for distribution to the commission and staff.
- ⇒ Offer insights and recommendations on relevant issues and trends not specifically covered within the current provisions of the Zoning & Subdivision Ordinances or Land Use Plan.
- ⇒ Draft and submit ordinance language relative to the input provided by the planning commission members and county staff.
- ⇒ Review and recommend modifications to the existing Zoning Map (www.chisagocounty.us/408-Township-Zoning-Maps) and affiliated overlay districts.

Information To Be Included In Proposal:

1. Letter of Transmittal / Interest signed by a duly authorized officer or agent empowered with the right to bind the consultant submitting a proposal for consideration.
2. Profile & background information of the consulting firm, including size, location, available resources and areas of expertise and technical capabilities.
3. Statement of general philosophies and approaches to land use planning, zoning, and development code administration.
4. Methodology and approach the firm intends to utilize in order to complete the Zoning and Subdivision Ordinances Updates. (Project Proposal & Process)
5. A list of professional references for projects of similar scope that have been completed specifically for Counties, in addition to any Cities or other LGU's. These projects should involve the key personnel proposed for the Chisago County Zoning and Subdivision Ordinances updates. References must include current most relevant name and contact information.
6. Resume of Key Personnel and any additional information that the consultant deems appropriate in assisting the County in evaluating the responses.
7. Total cost proposal of the Zoning and Subdivision Ordinances update proposal. Be sure to include Shoreland Ordinance update considerations too.
8. Estimated and projected timeline to complete the Zoning and Subdivision Ordinances Updates. *(Initial full drafts are tentatively to be submitted to County Board no later than Spring 2022)*

A sub-committee of County Commissioners/Planning Commissioners along with department staff will review the submitted proposals in order to select those for further consideration. Interviews are tentatively scheduled for mid-July.

Request for Proposals
Professional Services for Zoning & Subdivision Ordinance Revisions

Submission Deadline:

Submissions in response to this Request for Proposals may be hand delivered or mailed and received no later than **9:00 a.m. on June 28, 2021.** Submissions are to be addressed and delivered to:

Environmental Services & Zoning Department
c/o: Kurt Schneider, Director
Chisago County Government Center
313 N. Main Street, Suite 240
Center City, MN 55012

Submissions not received by the above date and time may be rejected as untimely. The County reserves the right, however, to consider proposals received after said date and time where determined to be in the best interests of the County.

Please provide the County one original of the proposal and ten (10) copies of the proposal in submissions made in response to this Request for Proposals.

Selection Process:

A Chisago County Zoning and Subdivision Ordinance Update Review Committee (Review Committee) will be assembled to meet and evaluate all qualified submissions presented based on criteria such as qualifications, background, experience, past performance, projected timeline/process, total cost, and rate structure for staffing.

A short list of consulting firms considered to be the most qualified may be selected and requested to make a presentation to the Review Committee. This presentation should detail the consulting firm's qualifications for selection and highlight the uniqueness of their proposed approach.

Based on the evaluation of all materials presented and the tentative interview process, the County will identify the most qualified consulting firm that it determines to be in the best interest of the County and pursue development of a professional services agreement covering the scope of services, fees, timetable, performance standards, etc. If for any reason the County and selected consulting firm cannot agree upon the scope of services and fee, the County will enter negotiations with the next most qualified consulting firm. The County reserves the right to reject any proposal received and to award the professional services contract to the firm that will, in the County's determination, be in the best interest of the County.

Tentative Schedule:

Release of the Request for Proposals (RFP)
Deadline for Questions

Friday May 28, 2021
12:00 pm June 14, 2021

Chisago County Environmental Services & Zoning Department

Request for Proposals
Professional Services for Zoning & Subdivision Ordinance Revisions

Question Responses and/or Addenda to RFP	Friday, June 18, 2021
Submission Deadline for RFP	9:00 AM Monday, June 28, 2021
Review Committee Evaluations	June 28 through July 9, 2021
Tentative Interviews with Selected Consulting Firms	Mid July 2021
Recommendation to the Board of Commissioners	August 4, 2021
Anticipated Start of Project	August 2021

Resources:

The Chisago County Zoning and Subdivision Ordinance is available at:
www.chisagocounty.us/403/Zoning-Subdivision

The Chisago County Shoreland Ordinance is available at:
www.chisagocounty.us/382/Shoreland

The Chisago County Zoning Map is available at:
www.chisagocounty.us/408/Township-Zoning-Maps
<https://gis.chisagocounty.us/Link.jsf?i=index.aspx>

The Chisago County 2017 Comprehensive Plan is available at:
www.chisagocounty.us/1041/Comprehensive-Plan

Reservation of County Rights and Limitations

Chisago County reserves the right to accept or reject any or all submittals offered in response to this Request for Proposals or to cancel, in part or in its entirety, this Request for Proposals if found to be in the best interest of the County. This Request for Proposals does not commit the County to award a contract, pay costs incurred for the preparation of the response documents, or any subsequent costs associated with the provision of additional information or presentation, or to procure or contract for services or goods. By submitting a Proposal, the consultant hereby authorizes the County to contact references and make such further investigations as may be in the interest of the County. All submittals become the property of Chisago County and will be open to public inspection and disclosure.

Ownership, Publication, Reproduction, and Use of Materials: All documents submitted in response to this Request for Proposal are the exclusive property of Chisago County.

Conflicts of Interest: No official or employee of Chisago County who is authorized in his or her capacity to solicit, negotiate, accept, or approve, or to take part in negotiating, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney,

Chisago County Environmental Services & Zoning Department

Request for Proposals
Professional Services for Zoning & Subdivision Ordinance Revisions

appraiser, inspector, or other person performing services for Chisago County in connection with the project shall have, directly or indirectly, a financial or other personal interest other than his or her employment or retention by Chisago County in any contract or subcontract in connection with such project. No officer or employee or such person retained by Chisago County shall have, directly or indirectly, any financial or other personal interest in a project unless such interest is openly disclosed upon the public records of Chisago County.

te as specified in the notice of termination sent to the Contractor.

Tennessen Notice This Request for Proposal seeks the submission of documents and information which upon the County's receipt will become subject to handling, retention and potential disclosure in accordance with the Minnesota Data Practices Act and other relevant law. Interested persons may request and inspect documents and or information that they provide the County and other information collected by the County that concerns or relates to such interested persons.

Questions:

Questions relating to the Request for Proposal must be received no later than 12:00 pm, June 14, 2021 and submitted in writing or by email to:

Kurt Schneider
Environmental Services & Zoning Department Director
Chisago County Government Center
313 N. Main Street, Suite 240
Center City, MN 55012
Kurt.Schneider@chisagocounty.us

- Subcommittee Member Whitney -

New Ordinance Concepts for Chisago County's Home Site Area – 5/7/21

Definition of Buildable Area: "An area of land excluding slopes greater than eighteen percent (18%), surface water, wetlands or flood plains which also meet the HOME SITE AREA requirements."

HOME SITE AREA: GENERAL PROVISION:

- **HOME SITE AREA = Building Pad, Home Location, Attached Garage, Yard and Septic System**
- **Minimum Dimension:** 21,500 - 29,500 sq. ft. per lot
- **Borings:** Mottled soil borings are required to determine home site area HOME SITE AREA including two septic locations
- **Home, Attached Garage & Yard** should be contiguous and built in the HOME SITE AREA
 - If a home, garage and/or septic system are built outside of the HOME SITE AREA, all Building Pad, Yard, Septic & Building Permit requirements still apply.
- **Fill:** Clean fill may be used to meet any HOME SITE AREA requirements except for septic locations.
- **Variances:** May be granted on a case by case basis if conditions demonstrate requirements cannot be met.

HOME SITE AREA: SPECIFIC PROVISIONS:

- **Building Pad, 10,000 sq. ft.**
 - Setbacks to property line can be included to meet the dimension requirement.
 - Home Location: Lower Floor and Garage if at the lower floor level:
 - At least 2' above the 100 year flood contour and
 - 1' above highest encountered mottled soil elevation or
 - Four feet (4') above highest anticipated water level as determined by piezometer data and soils report prepared by a geo-technical engineer.
- **Yard, 11,500 sq. ft.**
 - Above the 100 year flood contour
 - 5,000+ sq. ft. must be continuous with Building Pad
- **Septic System, 8,000 sq. ft:**
 - A Type 1 septic system is the preferred septic system.
 - 8,000 sq. ft. of undisturbed soils, 12" to mottled soil for the two site requirement locations (primary 4,000 and secondary 4,000 locations). Septic locations within HOME SITE AREA are preferred, but not required.
 - Septic location can be within the 21,500 sq. ft. building pad and yard area requirement if it meets setbacks and other requirements.
 - Secondary location soils should remain undisturbed, ensuring a secondary undisturbed septic location for future use.
 - If a Type 1 system can't be installed, a Type 3 and Type 4 system is permitted if authorized by a certified MPCA septic designer.
 - **Variances:**
 - Type 2 systems (Holding Tanks) are not permitted on new construction but may be allowed for tiny homes less than 1,000 sq. ft, bathrooms in pole barns, or new cabins occupied less than 6 months per year if these uses are allowed. A pumping agreement needs to be in place, prior to approval.
 - Setback variance may be allowed on a case by case basis if conditions warrant.

Additional Building Permit Inspection for New Home Construction

- If unsuitable soils are encountered at the time of footing construction, they are to be removed and replaced by suitable compacted soils, or a geotechnical engineer must approve the construction plan for the footings, foundation and lower level.
- If water is encountered at the time of footing construction, a geotechnical engineer must present a groundwater drainage system and/or water diversion plan which will secure the long term stability of the foundation, keep the house lower level moisture free and is environmentally friendly. All diverted water must remain on the lot.

Dave Whitney

5/7/21

New Ordinance Concepts for Chisago County's Home Site Area – 5/7/21

Definition of Buildable Area: "An area of land excluding slopes greater than eighteen percent (18%), surface water, wetlands or flood plains which also meet the HOME SITE AREA requirements."

HOME SITE AREA: GENERAL PROVISION:

- HOME SITE AREA = Building Pad, Home Location, Attached Garage, Yard and Septic System
- Minimum Dimension: 30,000 sq. ft. per lot
- Borings: Mottled soil borings are required to determine home site area HOME SITE AREA including two septic locations
- Home, Attached Garage & Yard should be contiguous and built in the HOME SITE AREA
 - If a home, garage and/or septic system are built outside of the HOME SITE AREA, all Building Pad, Yard, Septic & Building Permit requirements still apply.
- Fill: Clean fill may be used to meet any HOME SITE AREA requirements except for septic locations.
- Variances: May be granted on a case by case basis if conditions demonstrate requirements cannot be met.

Commented [JM1]: Reduction from current 42,800 sq ft

HOME SITE AREA: SPECIFIC PROVISIONS:

- Building Pad, 10,000 sq. ft.
 - Setbacks to property line can be included to meet the dimension requirement.
 - Home Location: Lower Floor and Garage if at the lower floor level:
 - At least 2' above the 100 year flood contour and
 - 1' above highest encountered mottled soil elevation or
 - Four feet (4') above highest anticipated water level as determined by piezometer data and soils report prepared by a geo-technical engineer.
 - Soil area is not molted at 1' below surface
- Yard, 11,500 sq. ft.
 - Above the 100 year flood contour
 - 5,000+ sq. ft. must be continuous with Building Pad
 - Soil area is not molted at 1' below surface
- Septic System, 8,000 sq. ft:
 - A Type 1 septic system is the preferred septic system.
 - 8,000 sq. ft. of undisturbed soils, 12" to mottled soil for the two site requirement locations (primary 4,000 and secondary 4,000 locations). Septic locations within HOME SITE AREA are preferred, but not required.
 - Septic location can be within the 21,500 sq. ft. building pad and yard area requirement if it meets setbacks and other requirements.
 - Secondary location soils should remain undisturbed, ensuring a secondary undisturbed septic location for future use.
 - If a Type 1 system can't be installed, a Type 3 and Type 4 system is permitted if authorized by a certified MPCA septic designer.
 - Variances:
 - Type 2 systems (Holding Tanks) are not permitted on new construction but may be allowed for tiny homes less than 1,000 sq. ft, bathrooms in pole barns, or new cabins

Commented [JM2]: This provides 4 metrics to find "buildable land" for owners/developers

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occupied less than 6 months per year if these uses are allowed. A pumping agreement needs to be in place, prior to approval.

- o Setback variance may be allowed on a case by case basis if conditions warrant.

Additional Building Permit Inspection for New Home Construction

- If unsuitable soils are encountered at the time of footing construction, they are to be removed and replaced by suitable compacted soils, or a geotechnical engineer must approve the construction plan for the footings, foundation and lower level.
- If water is encountered at the time of footing construction, a geotechnical engineer must present a groundwater drainage system and/or water diversion plan which will secure the long term stability of the foundation, keep the house lower level moisture free and is environmentally friendly. All diverted water must remain on the lot.

~~Dave Whitney~~ James McCarthy
~~5/7/21 5-11-21~~

Memorandum

To: Nic Hentges, WSB Project Manager

From: Dan Pfeiffer, WSB Public Engagement

Date: 6/8/2021

Re: Swedish Immigrant Trail Segment C
WSB Project No. 016031

Project Overview

Since 1993 Chisago County has been planning and constructing different segments of the Swedish Immigrant Trail. When all segments are complete the trail will connect the Sunrise Prairie Trail on the west end to Taylors Falls on the east end. In October of 2020 the most recent segment of the Swedish Immigrant Trail was completed, the Interstate State Park segment. The eastern portion of the trail corridor now connects from Tern Avenue to Interstate State Park and the trailhead at the Taylors Falls City Hall.

Over the past 2 years Chisago County has been evaluating a potential final east end connection from the trailhead at Taylors Falls City Hall to the Memorial Community Center in Taylors Falls. Chisago County originally planned to finish the trail by continuing the route through Interstate State Park. This final connection presented unique challenges due to steep terrain and the presence of significant natural and cultural resources in Interstate State Park. The Minnesota Department of Natural Resources informed the county that going through Interstate State Park would not be possible due to this presence of the vital natural and cultural resources.

Chisago County collected community feedback to determine which route will bring the trail to completion at the Memorial Community Center in Taylors Falls. Local residents received a postcard with website and survey information. Informational yard signs were placed in the area and along existing trail locations.

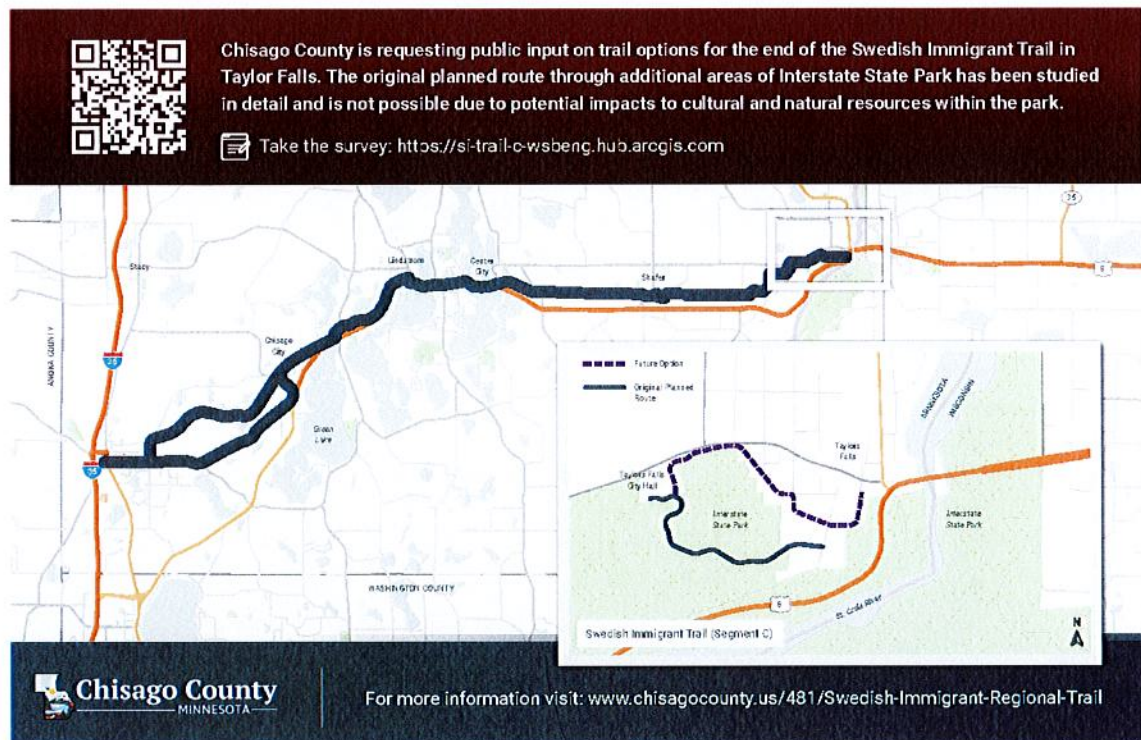


FIGURE 1. POSTCARD BACKSIDE

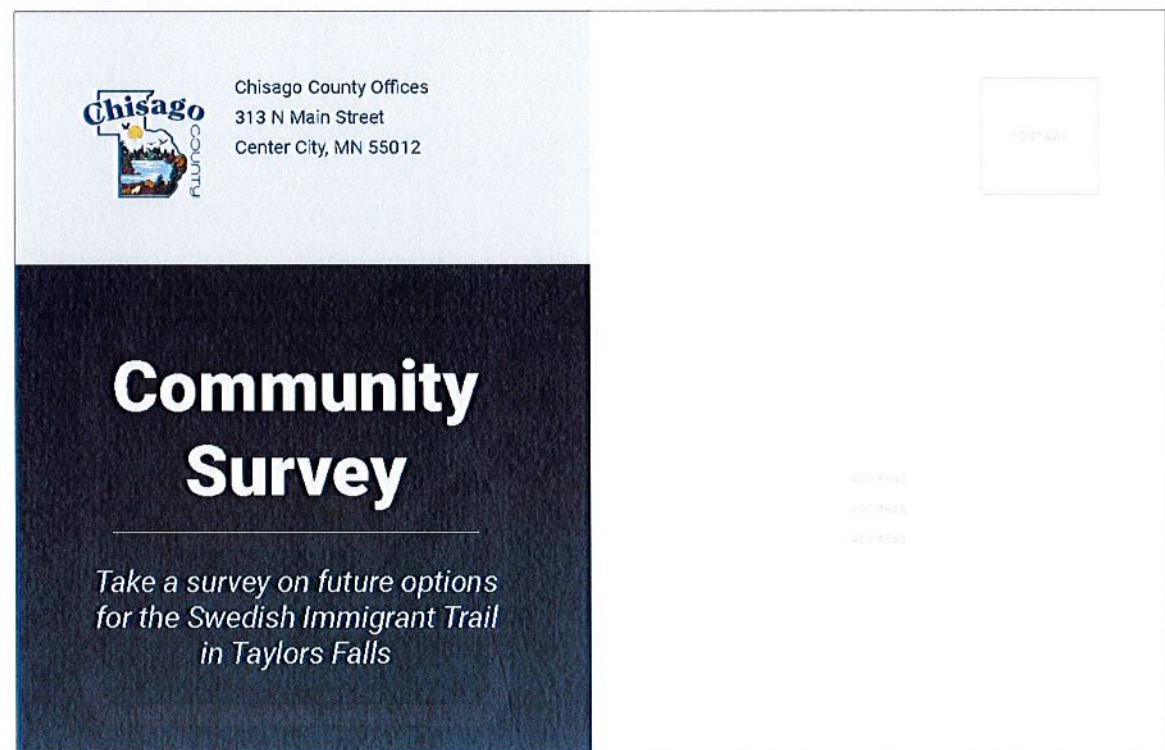


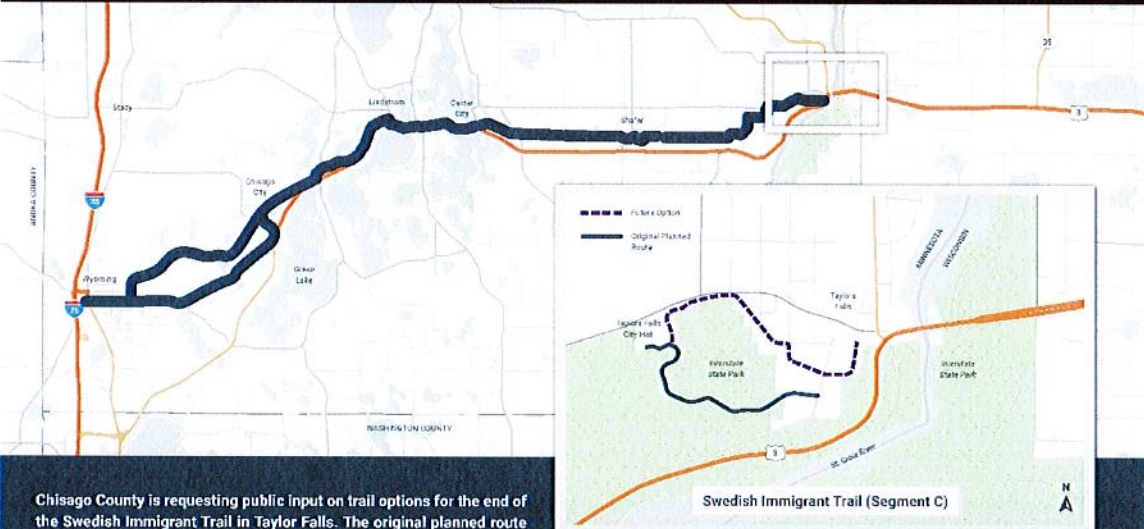
FIGURE 2. POSTCARD FRONTSIDE

COMMUNITY SURVEY

Take a survey on future options for the Swedish Immigrant Trail in Taylors Falls

Take the survey here: <https://si-trail-c-wsbeng.hub.arcgis.com>





Chisago County is requesting public input on trail options for the end of the Swedish Immigrant Trail in Taylor Falls. The original planned route through additional areas of Interstate State Park has been studied in detail and is not possible due to potential impacts to cultural and natural resources within the park.

More information at:
www.chisagocounty.us/481/Swedish-Immigrant-Regional-Trail

FIGURE 3. YARD SIGN

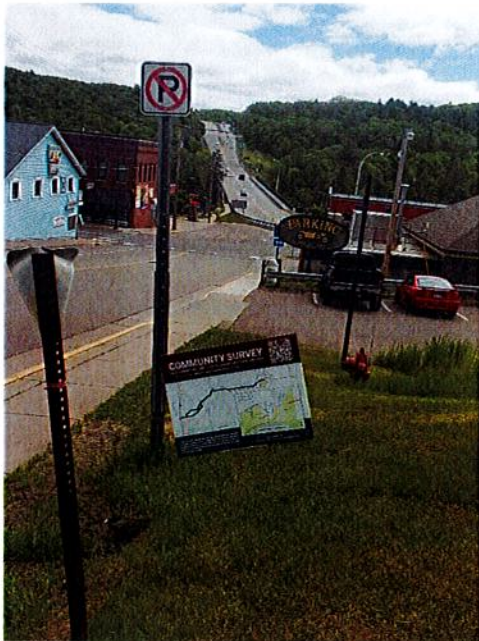


FIGURE 4. YARD SIGN AT GOVERNMENT STREET AND FIRST STREET

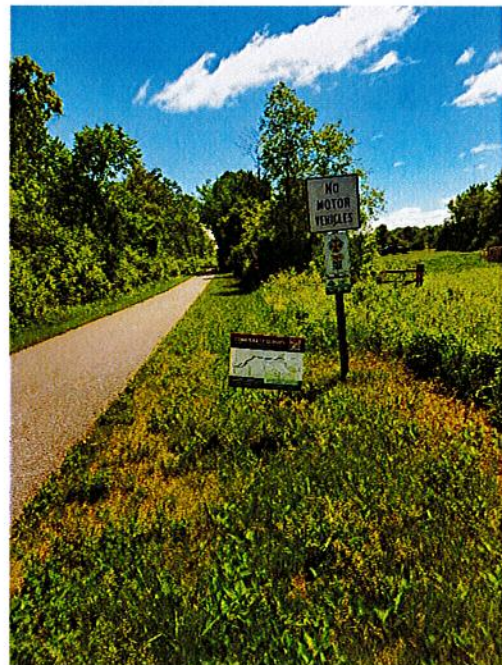


FIGURE 6. TRAIL ENTRANCE BETWEEN SHAFER AND TAYLORS FALLS

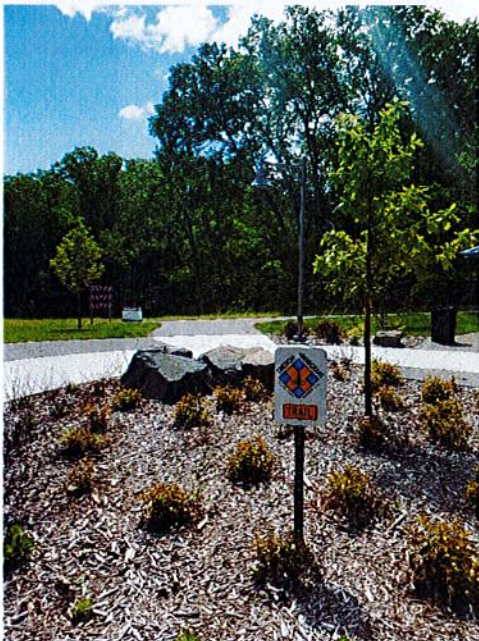


FIGURE 5. YARD SIGN AT TRAIL HEAD NEAR CITY HALL



FIGURE 7. TRAIL ENTRANCE ON RYDEEN AVE

Survey Option Specifics

Users of the trail were presented an online survey with six options; three along Military Road and West Street and three along Government Street.

Military Road and West Street - Option 1

Potential on-street bike lane placed on the southwest edge of Military Road. This would apply to West Street as well. This option would still allow two-way vehicle traffic on the road.

- Disturbance would be the lowest of the 3 options.
 - The disturbance is on the street surface only
- Construction & Maintenance costs would be the least of the 3 options
 - Costs would include placing the pavement markings and signing
 - Maintenance includes replacing pavement markings as they deteriorate.



Military Road - Trail Option 1
Tactical Park, Minneapolis

wsb

Military Road and West Street - Option 2

Potential off-street trail placed behind a new curb that would be placed on the southwest side of Military Road. This would apply to West Street as well.

- Disturbance would be similar to option 3 and be greater than option 1.
 - The disturbance would likely be confined to the existing right of way. It could include constructing an underground drainage system, relocating the overhead utility lines to a new alignment or underground, tree removal, constructing a new curb on the road edge, filling the existing ditch, and constructing the new trail.
- Construction and maintenance costs would likely be the highest of the 3 options.
 - Costs would include constructing the underground drainage system, constructing the new trail and curb, placing and grading the ditch fill, removing trees, and potentially burying the overhead utilities.
- Maintenance would be the highest of the 3 options.
 - Maintenance includes maintaining functionality of the drainage system, maintaining the turf between the trail and roadway, and long-term care/replacement of curb.

This option would require storm sewer additions to the southwest side of the street to perpetuate drainage.



Military Road - Trail Option 2
Tobias G. O. Strömberg

wsb

Military Road and West Street - Option 3

Potential off-street trail placed approximately 5 feet off the edge of the southwest side of Military Road. This would apply to West Street as well.

- Disturbance would be similar to option 2 and be greater than option 1.
 - The disturbance would likely be confined to the existing right of way. It could include constructing an underground drainage system and culverts, relocating the overhead utility lines to a new alignment or underground, tree removal, filling and regrading the existing ditch, and constructing the new trail.
- Construction and maintenance costs would be higher than option 1 but lower than option 2.
 - Costs would include constructing the underground drainage system and culverts, constructing the new trail, placing and grading the ditch fill, removing trees, and potentially burying the overhead utilities.
- Maintenance includes maintaining functionality of the drainage system and culverts and maintaining the turf between the trail and roadway.



Military Road - Trail Option 3
Twin Falls, Minnesota

wsb

Government Street - Option 1

Potential on-street bike walking lane. The lane would include robust signage instructing users to dismount their bicycles at Basil Street and at the community center and to walk them up or down the hill. The steep grade (14-16%) of this segment of Government Street does not allow safe bicycle usage and therefore bicycles must be dismounted prior to traversing the hill. Trails steeper than 5% require mitigation, such as resting pull offs on the side of the trail. The sharp drop off on the east side of the road prohibits this. The west sidewalk would remain for pedestrian use. Like Military Road – Option 1 this option would allow two-way vehicle traffic.

The existing concrete sidewalk would remain in place strictly for pedestrian traffic.



Government Street - Trail Option 1
Tucker Fuchs, Minnesota

wsb

Government Street - Option 2

Potential on-street bike walking lane. The lane would also include robust signage instructing users to dismount their bicycles at Basil Street and at the community center and to walk them up or down the hill. The steep grade (14-16%) of this segment of Government Street does not allow safe bicycle usage and therefore bicycles must be dismounted prior to traversing the hill. Trails steeper than 5% require mitigation, such as resting pull offs on the side of the trail. The existing walk and retaining wall on the west side of the road prohibits this. The west sidewalk would remain for pedestrian use. This option would convert Government Street to a one-way street. The figure shows Government Street as one-way to the north down the hill, however, it could instead be a one-way to the south up the hill.

The existing concrete sidewalk would remain in place strictly for pedestrian traffic but could potentially be incorporated into trail design/width variations.



Government Street - Trail Option 2
Twin Falls, Minnesota

wsb

Government Street - Option 3

Potential off-street bike walking trail. The trail would be placed on the widened concrete walk that is separated from the roadway by a new curb that would be placed along the west side of the road. Pavement markings would delineate the bike walking trail from the pedestrian walking area on the expanded concrete walk. The trail would also include robust signage instructing users to dismount their bicycles at Basil Street and at the community center and to walk them up or down the hill. The steep grade (14-16%) of this segment of Government Street does not allow safe bicycle usage and therefore bicycles must be dismounted prior to traversing the hill. Trails steeper than 5% require mitigation, such as resting pull offs on the side of the trail. The existing roadway grade and sharp drop off on the east side of the road prohibits this. This option would convert Government Street to a one-way street. The figure shows Government Street as one-way to the north down the hill, however, it could instead be a one-way to the south up the hill.

The existing concrete sidewalk would be replaced in its current location and be strictly for pedestrian traffic.



Government Street - Trail Option 3
June 08, 2021

wsb

Summary

There were 29 respondents to the survey. Military Road/West Street Option 1 received the most votes. Government Street Option 3 received the second most votes. Voting among options was closer in Government Street than in Military Road/West Street. For both the Military Road/West Street and Government Street, a large number of respondents did not indicate preference of either option, opting to fill in 'other.'

Survey Methods and Data Description

The survey was conducted between May 26th and June 6th.

25 out of 29 respondents indicated that they live in Taylors Falls. Two respondents indicated that they live in Schafer, one indicated they live in Lindstrom, and one in Franconia. Six out of the 29 respondents indicated that they are residents of the Angel Hill Historic District neighborhood. Three out of the six respondents who indicated they were residents of Angel Hill preferred one of the three alternatives in each category. The other three did not prefer any options.

15 respondents indicated that they use the trail weekly, five respondents indicated that they use the trail monthly, five indicated that they use the trail a few times per year or less, three indicated that they use the trail every day, and one person stated that they had used the trail in the past but would not in the future if any option going through the Angel Hill Historic District was approved.

One respondent filled out the survey twice and asked that we disregard his first survey.

Strengths and Limits of the Data

The data comes overwhelmingly from residents of Taylors Falls. Data collection took place over Memorial Day weekend, so we can assume that trail traffic was higher than usual. The survey respondents account for 2.5% of the Taylors Falls population. This survey was inaccessible to trail users who did not have access to the internet.

Military Road/West Street Preferences

Option 1 is the most popular choice in this category with 10 votes. Option 2 was the second most popular with six votes. Three people indicated their preference for Option 3. Three people indicated that they did not prefer any option and made their own suggestions. Five people indicated that they did not prefer any option and did not suggest any alternatives. Two respondents did not respond to the question about Military Road and West Street.

Option 1 can be clearly identified as the preferred option because the number of people who indicated it as their preferred option is almost double the number of indicated preferences for any other option. Even with the combined total of eight 'other' responses, Option 1 is still the most preferred choice by two votes.

Discussion of Government Street Preferences

The voting was close for the Government Street options. Option 3 had the most votes in this category with nine votes. Option 1 had the second most votes with eight votes. Eight people indicated they did not prefer any option and did not offer any suggestions. Four people indicated that they preferred Option 4.

Option 3 cannot be clearly identified as the preferred option because it is followed by only one vote by Option 1 and 'other.'

Community Comment Map



Community Comment Map Comments

Comment Number	Like or Dislike	Comment
1	Like	Continue to be explored. It's the safest route. The grading on First St and Govt. St. seem very dangerous.
2	Dislike	Why not create a bike lane on First Street (Chisago County 37) rather than through the historic district? Many people walk in the neighborhood, including children and elderly residents. Bike Traffic would create a significant pedestrian hazard.
3	Dislike	Since all the options require bicyclists to dismount at some point why not just run them down 1 st street? It is unfair to run trails thru Angel Hill area where there is another option. Thanks for letting us comment.
4	Dislike	Same as comment 3.
5	Like	The scenic trail, wondering if a trail can be graded cinder, low impact on the special environment.

Conclusion

The option that got the most votes was Option 1 of the Military Road/West Street. Option 1 can be given a weighted preference because the number of people who indicated it as their preferred option is almost double the number of indicated preferences for any other option within the Military Road/West Street category. Even with the combined total of 8 'other' responses, option 1 is still the winner by two votes. Project decision makers should be mindful that for both the Military Road/West Street option and the Government Street option, there were a significant number of respondents that did not indicate preference of either option, opting to fill in other.

Appendix A: Table of Survey Responses

How often do you plan to use the Swedish Immigrant Regional Trail?	Other - How often do you plan to use the Swedish Immigrant Regional Trail?	What questions, comments, or concerns about this trail do you have?	Name	City	Address	Email Address	State	Zip Code	Which Military Road / West Street trail option do you prefer?	Other - Which Military Road / West Street trail option do you prefer?	Which Government Street trail option do you prefer?	Other - Which Government Street trail option do you prefer?	Are you a resident of the Angel Hill Historic District neighborhood?
Weekly		Government street is too steep to allow bikers to ride down.	Michael D Buchite	Taylors Falls	352 Briar Lane	ucky@buchiteandassociates.com	MN	55084	Option_1		other		No
Monthly		I would prefer the trail terminate at city hall. As users are likely to want to get into town regardless, option 1 seems the least disruptive and safest way to route them there.	Dan Beck	Taylors Falls	537 Bench St	537bench1868@gmail.com	Mn	55084	Option_1		Option_1		No
Never			John Drees	Taylors Falls	540 River syreet	Dreesh@archspm.org	MN	55084	Option_3		Option_2		No
Weekly		Would be nice if you added something for TF elementary kids to bike/walk to school safely. Something on first Ave. Or west. Ave. Kill 2 birds with one stone. Schools can get access to Grant's for sidewalk improvements and bike lanes.	Ryan Rangitsch	Shafer	30315 Rydeen ave	Rangitsch79@hotmail.com	MN	55074	Option_2		Option_3		No
Everyday		I am so happy to see the trail will go through TF by way of the northern part of the park! I think most TF residents will be happy to have such a convenient hop onto the trail. I am also excited for the possibility of option 3 on Government street. My husband and I used to walk that hill down to the park every weekend but had to stop because of how fast and poorly people drive the hill. It's not safe as is. I do not believe it would be safe with either options 1 or 2. But if the bike lane was separate from the road, and marked well, drivers might pay more attention.	Amanda Tetrault	Taylors Falls	511 Folsom St.	mandytetrault@gmail.com	Mn	55084	Option_2		Option_3		No

Weekly		I like our city to have more sidewalks for safety thus I choose option 3 for both trails.	Juli Hobson	Taylor's Falls	366 Locust Lane	jbeanhobson@gmail.com	MN	55084	Option_3		Option_3		No
Weekly			John Hulden	Taylor's Falls	19962 Furuby Road	revhulden@gmail.com	MN	55084	Option_1		Option_2		No
Weekly			Patrick Tetrauit	Taylor's falls	511 folsom st	patrick.tetrauit21@gmail.co	Mn	55084	Option_2		Option_3		No
A_few_times_per_year			Ron Youngman	Taylor's Falls	307 WALNUT ST	rcyoungman@gmail.com	MN	55084	Option_1		Option_1		No
Weekly		The original route through the Park should continue to be explored. Segment B was accomplished by routing the Trail around similar obstacles. It is also the safest given the steep grades on CSAH 37 and Government Street.	Larry Julik-Heine	Taylor's Falls	365 Locust Lane	lheine@midco.net	MN	55084	Option_1		Option_1		No
other	Weekly but often several times a week.	Please disregard survey. The Original route through the park is the safest route for segment C. It continues the natural beauty of segment B. Also its the safest considering the steep grades of CSAH 37 and Government Street. My wife and I ride our bikes to the trail several times a week. The grade on CSAH 37 up and down is a challenge and the traffic volume also presents a safety concern.	Larry Julik-Heine	Taylor's Falls	365 Locust Lane	lheine@midco.net	MN	55084	other	The Original route through the park.	other	The Original route through the park.	No
Monthly		Still a steep grade going down (north) on all Government St. Trail options. Government St. Options 2 and 3 pictures suggest changing Government St. to one way (North only) for motorized vehicles; is this correct? Overall, very pleased that trail will not be disrupting the cultural and natural resources of Interstate Park. Perplexed as to why westward sections of trail are not more fully completed before discussions began on eastward "completion" when a beautiful trailhead already exists at Taylor's Falls City Hall. Thanks	Troy Aanonsen, Administrator of St. Joseph's Catholic Church	Taylor's Falls	490 Bench St.	stjosephstfrancis@outlook.com	MN	55084	Option_1		Option_3		Yes
Weekly			Chelsea Becker	Shafer	30868 Reflection Ave	Chelsea.george0427@gmail.	MN	55074	Option_3		Option_3		No
Monthly		Minimal disturbance to natural resources should be paramount	Nick Arens	Taylor's Falls	807 West Street	Arensn@gmail.com	MN	55084	Option_1		Option_1		No
Weekly			Geraldyn Aanonsen	Taylor's Falls	347 W. Government	gaanonsentf@gmail.com	MN	55084	Option_2		Option_3		Yes
Weekly		As noted above, please consider creating a bike lane on First Street (Chisago County 37) rather than routing traffic through the historic residential neighborhood. Many people walk here, including children and elderly residents. Routing bike traffic through the neighborhood would create a significant pedestrian hazard.	Seth Matters	Taylor's Falls	343 Plateau St	seth@sethmatters.com	MN	55084	other	Use First Street (Chisago County 37) instead of routing bike traffic through the historic residential neighborhood.	other		Yes

Monthly		Seems unfair to run the trail thru the Angel Hill neighborhood. Isn't it feasible to run the trail along 1st St? Since all the options require people to dismount does it really matter where the trail goes?	Mary Marotta	Taylor's Falls		mgmstar54@gmail.com			other	Option 1 or run the whole trail along 1st St.	other	Option 2 or run the whole trail along 1st St.	No
Weekly		I have uploaded my feedback.	Brad Christensen	Taylor's Falls	979 First St	bcdctf@hotmail.com	MN	55084	other	Going through Angel Hill should not be an option at all.	other	Going through Angel Hill should not be an option at all.	No
A_few_times_per_year		My first choice would be to use First street to the bottom of the hill, then connect with Government street back up to the community center.	Randy Pearson	Taylor's falls	PO Box 253, 213 Basil St	cedrbend@scn.net	MN	55084	Option_1		Option_1		Yes
Weekly									Option_2		Option_2		No
Weekly											Option_3		No
Weekly		I think it will be unlikely that most bikers will dismount with out rumble strips. 1st street with a bike lane would be the most logical and low impact for historic district	fuller Cowles	Franconia	29615 Unity Ave	Fuller@mayerancowles.com	MN	55074	Option_1		Option_1		No
Monthly		I am worried about the trail impact of the residents of Angel Hill. I also favor splitting the bike path and pedestrian path on the Government street option. I believe that if the biking and walking paths are adjacent, walkers will consistently walk in the bike lane which could lead to issues for both.	Sarah Hamel	Taylor's Falls	32184 Upland Rd	orders@lighttherapyproducts.com	MN	55084	Option_1		Option_1		No
Never		Ending the trail at the city building, or continuing the bike lane on First Street. Angel Hill lots are small and houses are close to the street, so this is not like other bike trails that are placed behind a tree line on large properties. A bike lane will compromise the character of this historic district and create potentially hazardous situations for many existing pedestrians who are frequently older and using assistive devices such as walkers and canes.	Deborah Mesplay	Taylor's Falls	313 Basil Street	mesplaydl@gmail.com	MN	55084	other	End the trail at the Taylor's Falls City Building, or continue a bike lane down First Street. First is already well traveled and is not used by children or the elderly for leisure activities.	other	Again, I do not support the creation of a bike trail through the historic district. Such development would be dangerous for pedestrians who are often elderly. Angel Hill is a quiet neighborhood with a certain ambience that would be	Yes
other	I have used the trail, but would not in the future if the Angel Hill plan is approved.	See attached PDF	Monty Helm	Taylor's Falls	313 Basil Street	mhelm0000@yahoo.com	MN	55084	other	None of the above options. I recommend using First Street as an option.	other	None of the above options. Each seem extremely dangerous and the street graphics violates the historical integrity of the Folsom House and the church.	Yes

A_few_times_per_year		To be clear, I do not support any alternative options to the original plan. Angel Hill is a jewel, a designated historical district as is my home on Military Road. It was built in 1861. We do not need unwelcome traffic and construction through our neighborhood. Please stop talking about grade. The steepest grade is 1st. If trail visitors can travel from City Hall down to Military Road, they can just as easily continue down 1st Street to the Community Center. I do not support any disruption abutting my property. It also angers me to learn that on the one hand you state you want community involvement yet on the other, you have not provided the Community Survey mailer to many of the households that	Virginia Murauskas	Taylor's Falls	361 Military Road	virginiamurauskas@gmail.com	MN	55084	other	None of them.	other	None of them	Yes
Everyday		It is already dangerous to walk along the sides of these streets, especially if there are cars going in both directions. I have had to jump in the ditch or on to the shoulder of the road or street to avoid being hit by cars and trucks. Please don't make the streets even more narrow for pedestrians by taking away part of the existing streets for bike lanes. We need more sidewalks. We do not have enough sidewalks now in Taylor's Falls to make it safe for residents and visitors to safely walk in our town.	Barb Anderson	Taylor's Falls	712 West Street	banderson.tf@gmail.com	MN	55084	other	These streets are already too narrow for both cars and people walking or biking.	other	This street is too narrow for both cars and people walking or biking.	No
Weekly		The curb options on both streets are the safest because it keeps vehicle traffic away from the trail. I also prefer the south one-way option up the hill on Government Street also because it is the safest option. Thank you.	Gregg Carlson	Lindstrom	30985 Irene Ave.	greggcarlson2001@yahoo.com	Mn	55045	Option_2		Option_3		No
Everyday			Scott J Sheahan	Taylor's Falls	33225 Vista Road	ssheaha@hotmail.com	MN	55084	Option_1		Option_1		No

Appendix B: Comment in the form of PDF Submitted in Survey from Monty Helm

To Whom It May Concern,

I live on Basil Street, three houses down from Government Street. I was very surprised to learn of any options to bring the Swedish Immigrant Trail through the Angel Hill Historic District. Angel Hill is a quiet and traditional neighborhood. It is not uncommon to see children skating in the streets along with seniors with their assisted walking devices. It took great effort to achieve the neighborhood's stature as a historic district and there are regulations we honor. Bringing a bicycle trail directly through is not an option in keeping with the historic nature that has long been established. To quote Taylors Falls Comprehensive Plan, page 18, section 2.0, Neighborhoods, "We see great value in the kind of neighborhood pattern we see in Angel Hill. It exudes the very real charm of our community, and it has truly stood the test of time: it may be even more valued today than it was when it was founded. It is a place that feels like a neighborhood, a place to raise children, and a place to grow old." In encroaching upon our neighborhood, this would dilute the charm of Angel Hill by defacing our streets with gymnasium style trail graphics and/or destroying antique bushes, shrubs, and magnificent trees - not to say leaving us to deal with the changes of our pedestrian and vehicle traffic. We have had much discussion about these options you are giving us and are looking forward to addressing them in public meetings and with our elected officials.

Monty Helm

Appendix C: Survey comments received via email

Today in the mail I received a card advising me that I could take a survey regarding the above. I was unable to access the survey or to respond to you through the email link provided. I called the County and was given your email address.

I have 3 comments that I would like to make regarding the Trail:

- 1. I do not want it anywhere near where my home.*
- 2. If it cannot go into the State Park due to "potential impacts to cultural and natural resources within the park". Would it not have these same adverse impacts outside the park? Therefore, I think the whole idea should be scrapped.*
- 3. The County should not acquire any private land through Imminent Domain for this Trail.*

Chisago County government has done a lousy job of protecting the environment. There are plastic solar panels all over the once beautiful landscape. If residence want a trail they can build it on their own property with their own money and not put the already overburdened taxpayer on the hook for their recreational activities.

Thank you. I trust that you will see that my comments get included into the residence survey.

*Katherine M. Johnson
824 Chisago Street
Taylors Falls, MN 55084*

Chisago County Request for Board Action

Meeting Date: June 16, 2021	Item Number: 9
Title of Item for Consideration: Household Hazardous Waste Facility / Minnesota Pollution Control Agency – Environmental Assistance Grant Agreement: <i>Chisago County Recycling Yard Project</i>	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - on behalf of the Chisago County Solid Waste/HHW Division
Previous Action on this Matter: - December 20, 2017 County Board authorized the Environmental Services Dept. to seek an architectural design service to create a site build out plan for the HHW Facility Expansion - August 1, 2018 County Board approved a contract with TKDA to create a site and building remodel plan for the Household Hazardous Waste Facility - June 19, 2019 County Board was updated on the Household Hazardous Waste Facility's – Capital Assistance Program (CAP) grant application to the MPCA, Governor and State Legislature; ultimately the 2020 legislative session budget did not include the project in their CAP funding. - July 7, 2020, with Board approval, the HHWF applied for a Minnesota Pollution Control Agency, Greater MN Recycling and Composting Grant to fund one phase of the site plan remodel. The County was notified they did not make the initial grant round but were encouraged to reapply for the second round. - The County was notified on April 23, 2021 that the second round Grant Application was successful, and the County was selected for a grant to build the recycling yard phase behind the HHW facility that would offer county residents an assured place to drop off their single sort recycling.	
Background: As noted, the County Board has been supportive of recent efforts to address needed facility improvements at the HHW facility in North Branch. In 2019 efforts to secure a 50% matching Capital Assistance Grant in support of these improvements was authorized at a projected total project cost of \$800,000. The request made it through MPCA vetting, into the Governor's Budget, and had supportive bills in both the House and Senate but did not get placed into the final version of the combined bonding bill.	
In light of the bonding bill status, the Department was encouraged to seek a MPCA Environmental Assistance Grant in the area of Greater Minnesota Recycling and Composting that could cover the recycling infrastructure part of the site plan remodel. With Board approval the application was made summer of 2020, but the Department was notified that it was not successful in the first grant round but encouraged to apply for the second round with improvements to the application. The second round was successful, and the County has been awarded a grant that addresses one of four phases of the planned HHW facility improvement plan. This phase adds recycling infrastructure to the HHW Facility site by adding a gated rear yard drop-off Recycling Yard in the back of the HHW Facility lot. The main goal of this MPCA grant program is to increase recycling in outstate counties; the total grant costs are \$251,566.45, which consist of \$189,073.50 awarded from the state,	

and a 25% county match made up of \$8480.00 in-kind work and a \$54,012.95 cash requirement.

The need for a recycling yard was previously identified during the TKDA site-plan effort and is made necessary by current general market and service provider conditions. Chisago County used to have private recycling centers located across the County, but due to buyouts, license performance/enforcement actions, and poor recycle market conditions these options have been severely reduced or eliminated. A minimum of one such recycling drop-off facility is statutorily mandated to exist within the County. A county operated drop-off site would serve to meet that mandate should the one remaining privately operated facility disband.

Like many jurisdictions, Chisago County has struggled to meet the ongoing State mandated 35% recycling goal/mandate. If successfully funded and incorporated into the ongoing general Solid Waste/Recycling operations, the proposed HHW facility Recycle Yard will further our recycle efforts; reinstate services county residents have come to expect; and help meet State recycling mandates.

Attachment(s):

- State of Minnesota Grant Contract; Chisago County Recycling Yard Project; SWIFT #194042
- Grant Work Plan – Chisago FY21GRMN
- Grant Budget – Chisago FY21GRMN
- Attachment B Prevailing Wage - Chisago

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Contract with the Minnesota Pollution Control Agency for the Chisago County Recycling Yard Project. The Agreement is attached. The suggested motion to approve and proceed with the grant is as follows:

“Move to Approve the Minnesota Pollution Control Agency’s Fiscal Year 2021 Environmental Assistance - Greater Minnesota Recycling and Composting Grant Contract, for the Chisago County Recycling Yard Project, with a 25% Local County Match of \$62,492.95.”

Implications of Action: The recommended Board action will authorize staff to proceed with this grant to build a fenced recycling yard in back of the Household Hazardous Waste Facility, this improvements will help the County meet State mandated recycling goals, while working to maintain the recycling services residents have grown to expect.

Budget/Financial Implications: The current total budget for the grant project is \$251,566.45, which consists of the MPCA’s grant award of \$189,073.50, and the County’s 25% match of \$8480.00 in-kind work and \$54,012.95 cash. As stated earlier, this will build one of the four proposed TKDA improvement phases at the HHW. This will ultimately bring the overall Capital Assistance Request to complete the other three phases down from \$800,000 to approximately \$600,000 and so lower the County match if that grant is awarded by the legislature in a future bonding bill. The County match will come out of the #14-390 SCORE budget, based on the Waste Management Fund (not direct general levy dollars).

Once built the drop-off recycle yard will necessitate on-going operating expenses estimated at \$1500 to \$2000 per month for recycling collected. This added operations cost will need to come out of a readjusted #14-390 SCORE budget which is based on the Waste Management Fund (not direct general levy dollars).

Legal/Policy Implications: This grant will help the County meet State Mandates. The County Attorney has reviewed the grant contract as to form.

Administrator's Recommendation

Approve _____



Deny _____

Other _____

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____

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Grant Contract

State of Minnesota

SWIFT Contract number: 194042

Tempo AI: 107156

Tempo Activity ID PRO20210001

This grant contract is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("MPCA" or "State") and **Chisago County**, 39649 Grand Avenue, North Branch, MN 55056 ("Grantee").

Recitals

1. Under Minn. Stat. § 116.03, subd.2, and pursuant to Minn. Stat. § 115A.0716, and Minn. R. 9210.0800 - 9210.0855, the State is empowered to enter into this grant.
2. The State is in need of the **Chisago County Recycling Yard Project** (Project).
3. Grantee will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, subd. 4 (a) (1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract 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

1. Term of Grant Contract

1.1 Effective Date. July 1, 2021, Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 Expiration Date. June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a state employee, will perform the duties specified in **Attachment A** which is attached and incorporated into this grant contract.

3. Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, 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 as follows:

- (a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant contract. Grantee certifies they will provide no less than 25% (twenty-five percent) of the total grant amount as cash match or in-kind services.

- (b) **Grantee Commitment to Financing.** Grantee shall ensure that sufficient funding is available to the project to assure its satisfactory completion. Grantee shall not reduce the monetary amount it has committed to the project through its own or other funds without written consent of the MPCA. Grantee shall bear the sole responsibility for cost overruns in completing this project.
- (c) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the total amount set forth in travel expense section of the detailed Budget section of **Attachment A**, which is attached and incorporated into this Contract; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (d) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$189,073.50 (One Hundred Eighty Nine Thousand Seventy Three Dollars and Fifty Cents)**.

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. Invoices must be submitted timely and according to the following schedule: **monthly or at least quarterly.**

The MPCA shall withhold a minimum of 10% (ten percent) of the grant award, until the MPCA is satisfied that the project has been completed according to the terms of this grant agreement, including expenditure or performance of all required match.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee project manager
- Grant amount
- Withholding amount
- Grant amount available to date
- Invoice number
- Invoice date
- MPCA project manager
- SWIFT Contract No.
- Invoicing period (actual working period)
- Subcontractor costs; invoices may be requested
- Time and material breakdown of invoice. Amount billed to date for work, including itemization of actual hourly rates
- Receipts for supplies, shipping, lab fees, and any other itemized costs
- Itemized per diem expenses; receipts may be requested to be submitted with invoice
- Matching fund summary
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant contract. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

- (b) **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

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 and MPCA Project Manager for this project is **Heidi Ringhofer**, 520 Lafayette Road North, St. Paul, MN 55155, 218-831-1234, heidi.ringhofer@state.mn.us, or successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the MPCA's Project Manager will certify acceptance of each invoice submitted for payment.

The Grantee's Authorized Representative and Project Manager is **Lisa Thibodeau**, 39649 Grand Avenue, North Branch, MN 55056, 218-213-8923, lisa.thibodeau@chisagocounty.us, or successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7. Assignment, Amendments, Change Orders, Waiver, and Grant Contract Complete

7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments. Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Change Orders. If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract, or cause an extension of the term of this Contract. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative in advance of doing the work. Documented changes will then become an integral and enforceable part of the Contract. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

7.4 Waiver. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.5 Grant Contract Complete. This grant contract contains all negotiations and contracts between the State and the Grantee. No other understanding regarding this grant contract, 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 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.

9. State Audits

Under Minn. Stat. § 16B.98, subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction 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, 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, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. 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.

10.2 Treatment of Data. All data (information) related to this project and contract that is maintained by the MPCA is public unless the Minnesota Data Practices Act, Minn. Stat. ch. 13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to MPCA in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:

1. In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
2. Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the MPCA at the same time it submits the report containing the information in question.

The MPCA shall not consider a request to treat data as not subject to disclosure under the law unless it is made in accordance with the above two requirements. If a request is made in accordance with the above requirements, the MPCA shall promptly determine whether the information qualifies for nonpublic or private data treatment under Minn. Stat. §§ 13.37 and 115A.06. If the MPCA determines that the information may be treated as nonpublic or private data, the MPCA shall use its best efforts to treat the information accordingly.

10.3 Intellectual Property Rights.

(a) Intellectual property rights. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Grant shall be jointly owned by the Grantee and the State. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and

disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and Contractors, either individually or jointly with others in the performance of this grant contract. Works include "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract. The ownership interests of the State and the Grantee in the Works and Documents shall equal the ratio of each party's contributions to the total costs described in the budget of this grant contract, except that the State's ownership interests in the Works and Documents shall not be less than fifty percent (50%). The party's ownership interest in the Works and Documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the Works and Documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the Works and Documents.

(b) Obligations.

(1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

(2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and State as agreed herein, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents.

The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

(3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.3 (b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant contract. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by

the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

- (c) **Reversion of Rights.** All rights or title to any intellectual property arising from the performance of the project that are vested in Grantee shall revert to the State under any of the following circumstances unless Grantee repays to the State those funds provided by the State under this grant contract within ninety (90) days of receipt of a notice in writing from the State of a claim under this paragraph:

- (1) Grantee fails or is unable to market in Minnesota a product, process or service resulting from the project successfully within one year of the expiration of this grant contract, unless Grantee is continuing to make good faith efforts to bring the product, process or service to market; or
- (2) Grantee dissolves, becomes inoperative or abandons the intellectual property resulting from the project;

Grantee shall execute all documents necessary for the reversion and transfer of ownership of the intellectual property rights to the State.

- (d) **Damages.** If Grantee acts in a manner inconsistent with Clause 10.3.a-c., the State may seek damages from Grantee. This clause is not intended to stand in lieu of any other remedy the State may have for breach of grant contract of this or any other term of this grant contract.

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 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. 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. Venue for all legal proceedings out of this grant contract, 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 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.

To protect Grantee's personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

16. Permits and Approvals

The Grantee and Grantee's agents shall obtain all federal, state and local permits, licenses and authorizations necessary to implement and operate the project.

17. Equipment (if applicable)

The Grantee must use equipment purchased under this contract for as long as it is needed for the project and must not encumber the equipment. If Grantee ceases to use any equipment purchased for the project under this contract during the term of this contract, Grantee must sell the equipment for fair market value and reimburse the State seventy-five percent (75%) of the sale proceeds or, if the State's commitment of funding to the project is less than seventy-five percent (75%), and any MPCA-approved changes or amendments thereto, reimburse the State the percentage of the sale proceeds that equal the State's commitment of funding to the project. If the equipment cannot be sold, Grantee must obtain MPCA's prior written approval for appropriate disposition of the equipment.

18. Reporting Requirements

All reporting must be provided to the MPCA Authorized Representative. All reports must be electronically submitted and must follow the format of the Continual Tracking Report, provided by the MPCA, which incorporates the approved project workplan and budget.

18.1 Monthly Reports. The Grantee shall, if requested by the MPCA Authorized Representative, provide an oral or written monthly update on the progress of the project. These requested updates may require such information as tasks accomplished, financial expenditures, and other information deemed necessary by the MPCA Authorized Representative.

18.2 Interim Report. By the date specified in the project workplan, the Grantee shall prepare an interim report to the satisfaction of the MPCA Authorized Representative summarizing the status of the project and expenditures to date, including workplan tasks completed, status of timelines, interim results achieved, difficulties encountered in implementing the project, solutions considered or implemented to resolve those difficulties (Lessons Learned), and any project workplan and budget change orders/amendments.

The Interim Report shall also summarize all expenses incurred to date in completing workplan tasks including labor, equipment, materials, travel and other expenses outlined in the project workplan and budget. The Interim Report shall indicate the actual out-of-pocket cash and in-kind expenditures of the Grantee and the number of hours of labor performed pursuant to this contract.

The Interim Report shall not be approved by the MPCA unless the report contains the above information to the satisfaction of the MPCA.

18.3 Final Report and Executive Project Summary

Final Report. By the date specified in the project workplan, Grantee shall submit a final report to the MPCA. The Final Report shall describe, in detail, the history of and conclusions reached from implementing the project, the technical and economic feasibility of the project, and the total expenses incurred in implementing the project. If the project is terminated prior to the scheduled completion, the Final Report shall also discuss the conclusions that led to the termination of the project, results achieved on all tasks completed and recommendations on how these results could be used in future projects.

If the MPCA determines that the information submitted in the Final Report is inadequate, the Grantee shall prepare and submit additional information reasonably requested by the MPCA. The Final Report shall not be approved by the MPCA and final payment shall not be disbursed unless the Report contains the specified information to the satisfaction of the MPCA.

Executive Project Summary. At the same time the Final Report is submitted, the Grantee must also submit a summary of the project and its results. This Executive Project Summary will be used in reports and to disseminate information on the outcomes and environmental benefits of the project.

19. Prevailing Wage

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Rates are listed in **Attachment B**.

In compliance with Minn. Stat. § 177.43, subd. 3 and §177.44, subd. 5, the wages of laborers, workers, and the mechanics on projects financed in whole or part by State Funds should be comparable to wages paid for similar work in the community as a whole. Project includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds.

Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages. See <http://www.doli.state.mn.us/LS/PrevWage.asp> for a list of affected trades.

The Contractor shall pay prevailing wages to its employees when conducting construction activities under this agreement.

Applicability. In accordance with Minn. Stat. § 177.43, subd. 7. This does not apply to a contract or work under a contract, under which:

- A. the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete the work; or
- B. the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.

Choose from Commercial, Highway/Heavy, or Residential Wage Rates:

The prevailing wage rate requirements are specified in **Attachment B – Commercial** and which are attached and incorporated into this grant agreement.

Prevailing Wage Payroll Information:

In accordance with Minn. Stat. § 177.30, subd. 4, and § 177.43, subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner:

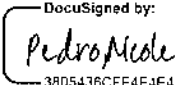
- All payrolls, of all workers on the project, a certified payroll report via e-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate e-mail addresses: prevailingwage.pca@state.mn.us and ownerprevailingwage.pca@state.mn.us
- The Subject line on the Contractor's or Subcontractor's e-mail must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.
- The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at <http://www.mmd.admin.state.mn.us/mn02000.htm>. Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

The prevailing wage payroll information forms that are submitted shall be maintained by the contracting agency for a minimum of three years after final payment has been made on the project. All of the data provided on the Prevailing Wage Payroll Information Form will be public data, which is available to anyone upon request.

Refer vendor questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651-284-5091 or visit the website for Labor Standards Section, Prevailing Wage <http://www.doli.state.mn.us/LS/PrevWage.asp>

All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at <http://www.taxes.state.mn.us/forms/ic134.pdf>.

Signatures

Title	Name	Signature	Date
State Encumbrance	Pedro,Nicole	DocuSigned by:  38D5436CFE4F4E4...	June 3, 2021

Admin ID



520 Lafayette Road North
St. Paul, MN 55155-4194

**Attachment A Workplan
Greater Minnesota Grant Program**

SWIFT: 194042

AI:107156

Tempo Activity ID: PRO20210001

Project title: Chisago County Recycling Yard

1. Project Summary:

Grantee: Chisago County
Grantee contact name: Lisa Thibodeau
Title: Solid Waste Administrator
Address: 39649 Grand Avenue
North Branch, MN 55056
Phone: 218-213-8923
E-mail: lisa.thibodeau@chisagoocounty.us

Minnesota Pollution Control Agency (MPCA) contact:

MPCA project manager: Heidi Ringhofer
Title: Principal Planner
Address: MPCA, 520 Lafayette Rd
St. Paul, MN 55155
Phone: 218-831-1234
E-mail: Heidi.ringhofer@state.mn.us

Project Totals: **Grant:** \$189,073.50 **Match:** \$62,492.95 **Total:** \$251,566.45

2. Statement of project details

The Chisago County Household Hazardous Waste Facility (HHW) is a 1000 square foot warehouse and processing facility, centrally located within the County in the City of North Branch, and has been serving the residents of Chisago County since the year 2000. The County currently has 19,871 households with 54,197 residents. Use of the facility has grown exponentially over the years, and the decision was made to remodel and update the facility to improve capabilities, safety and efficiency. The County hired an architectural/engineering firm in 2018 to complete a total site build out plan to realize improvements. The resulting plan identified a need to add a self-service recycling yard to the site in order to help the County increase recycling through greater access to recycling services.

This project will help the county reach the mandated outstate 35% recycling goal (which it has struggled to do), by creating a baseline, residential, single-sort recycling drop-off facility. This will satisfy the statutory recycling obligation of one facility per county, consisting of a centrally located no-charge recycling center open to the general public accepting residential single sort. The project will also help the county address recycling contamination through a best practices recycling education campaign, and be a better use of taxpayer dollars than the current subsidy system;

The recycling yard will be located to the rear of the HHW Facility and would consist of a driveway around the back of the site with a gravel recycling yard which would be fenced in and gated. The site would be a monitored self-serve drop-off area, open while staff was on site to monitor operation. Initially the yard would be set up to accept standard curbside single-sort type recyclables as well as cardboard, and be open for residential drop-off.

3. Goal statement, project evaluation plan, tasks, and subtasks

It is the goal of this project to increase residential recycling by creating a free central drop-off option with increased opportunity to recycle for under served or income challenged populations in the county. Recently all but one of the private drop-off options have ceased for various reasons. The only one left is Strand Recycling Center (SRC) and they are in the far southern part of the County and charge a facility fee. A free recycling yard at the centrally located Chisago County Household Hazardous Waste Facility in North Branch would reinstate some of the convenience lost with the closure of other facilities, be insurance if SRC were to close it's yard – leaving the County without a site, and eliminate any financial concerns for lower income residents. The success of this project will also cause and include the creation of a recycling best practices education campaign.

Goal statement

1. This project is necessary in order to ensure Chisago County residents have an opportunity to recycle as per MN State Statute 115A.552, which mandates at least one recycling center per county. This would place a free, centrally located site accessible to all residents regardless of income.
2. This Project is also necessary as it helps to create the infrastructure necessary for the County to reach the State mandated out-state recycling goal of 35%, as stated in Minnesota State Statute 115A.551.
3. This project will reduce contamination of single sort recycling in the county through a staffed drop off site and a best practices education campaign that will accompany the opening of the site.
4. Allow for better use of taxpayer dollars than the current recycling subsidy system.

Project evaluation plan:

Once recycling service has been contracted, the yard is operational, and educational efforts undertaken, the program will be evaluated by the amount of recycling collected at the site in the third quarter of 2022 and the amount of contamination found within that collection. The collected clean cardboard and single-sort recycling should meet pro-rated minimum levels per the below calculations. For the shortened time period of the third quarter of the 2022 it is expected that approximately 10 tons of cardboard and 9 tons of single sort will be collected. Variables that may affect collection rates and that will be evaluated in management of the yard are: hours of operation, levels of contamination, clarity of drop-off education on materials accepted, staffing levels, and advertising of the service.

The anticipated annual environmental benefit of offering residents more options to recycling is calculated to be collecting at a minimum, 40 tons of cardboard and 36 tons of single-sort (no cardboard) per year:

1 – 20 cu yd dumpster x 150 lbs loose OCC / cu yd = 3000 lbs per 2 / week period x 26 pick-ups / yr = 39 tn / yr

1 – 20 cu yd dumpster x 139 lbs single-sort / cu yd = 2780 lbs per 2 week period x 26 pick-ups / yr = 36 tn / yr

Task 1: Administration and Planning

Subtask 1: Administration and Planning

Timeframe: July 6, 2021 – September 30, 2022

Task 2: Recycling Yard Site Construction

Subtask 2a: Recycling yard site construction

Subtask 2b: Site construction

Timeframe: October 4, 2021 – September 30, 2022

Task 3: Contract for Recycling-Yard services**Subtask 3a:** Set up yard for recycling pick-up**Subtask 3b:** Develop and initiate education and awareness campaign**Timeframe:** October 4, 2021 – September 30, 2022**Task 4: Reporting****Subtask 4:** Evaluation, reporting and billing.

- a. End of month report and invoicing
- b. Interim Report at 50% project completion
- c. Final report at 100% project completion

Timeframe: June 30, 2021 – June 30, 2023**4. Anticipated environmental outcomes**

Description	Estimated annual quantity before project (lbs/yr)	Estimated annual solid waste quantity to be prevented/reduced (lbs/yr)	Estimated annual quantity at end of project (lbs/yr)	Estimated economic savings (total dollars)	Estimated greenhouse gas reduction	Other Estimation
Single Sort Recycling	0	39,000 lbs / yr	39,000 lbs / yr 9,750 lbs / quarter	-(18,000 to	10.84 metric tons CO2e avoided per mo*	
Cardboard Recycling	0	36,140 lbs / yr	36,140 lbs / yr 9,035 lbs / quarter	\$24,000 / yr)	9.59 metric tons CO2e avoided per mo*	

*Calculations done on the <http://stopwaste.co/calculator>


**MINNESOTA POLLUTION
CONTROL AGENCY**

 520 Lafayette Road North
 St. Paul, MN 55155-4194

**Attachment A Budget
Greater Minnesota Grant
Program**
Budget: CHISAGO COUNTY RECYCLING-YARD BUDGET:

Cost category	Cost (\$/unit) *not to exceed rate	Grant funds	Match	Total budget
Task 1 Administration and Planning				
Labor Grant and Bidding	\$40.00	\$0.00	\$1,760.00	\$1,760.00
Project Bidding		\$32,966.00	\$10,000.00	\$42,966.00
Task 1 - Total		\$32,966.00	\$11,760.00	\$44,726.00
Task 2 Recycling-Yard Construction				
Recycling yard site construction set up			\$33,512.95	\$33,512.95
Site construction		\$156,107.50	\$0.00	\$156,107.50
Task 2-Total		\$156,107.50	\$33,512.95	\$189,620.45
Task 3: Contract for Recycling-Yard Services				
Set up yard for pick-up		\$0.00	\$1,960.00	\$1,960.00
Initiate education and awareness campaign	\$40.00	\$0.00	\$12,700.00	\$12,700.00
Task 3-Total		\$0.00	\$14,660.00	\$14,660.00
Task 4: Reporting				
Labor Reporting	\$40.00	\$0.00	\$2,560.00	\$2,560.00
Task 4 - Total		\$0.00	\$2,560.00	\$2,560.00
Total budget:		\$189,073.50	\$62,492.95	\$251,566.45

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 13

County Name: CHISAGO

Effective: 2020-11-16

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLIPrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

County: CHISAGO (13)

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2020-11-16	36.66	21.24	57.90
		2021-05-01	38.06	21.84	59.90
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2020-11-16	36.66	21.24	57.90
		2021-05-01	38.06	21.84	59.90
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2020-11-16	25.00	17.46	42.46
		2021-05-01	25.75	18.70	44.45
104*	FLAG PERSON	2020-11-16	36.66	21.24	57.90
		2021-05-01	38.06	21.84	59.90
105*	WATCH PERSON	2020-11-16	33.03	20.89	53.92

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2021-05-01	34.43	21.49	55.92
106*	BLASTER	2020-11-16	34.26	18.54	52.80
107	PIPELAYER (WATER, SEWER AND GAS)	2020-11-16	37.05	21.24	58.29
		2021-05-01	39.00	21.84	60.84
108**	TUNNEL MINER	2020-11-16	35.15	21.24	56.39
		2021-05-01	37.00	21.84	58.84
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2020-11-16	35.15	21.24	56.39
		2021-05-01	37.00	21.84	58.84
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT, MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2020-11-16	36.66	21.24	57.90
		2021-05-01	38.06	21.84	59.90
111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2020-11-16	36.66	21.24	57.90
		2021-05-01	38.06	21.84	59.90
SPECIAL EQUIPMENT (201 - 204)					
201*	ARTICULATED HAULER	2020-11-16	20.00	0.00	20.00
202*	BOOM TRUCK	2020-11-16	37.83	18.65	56.48
203*		2020-11-16	25.00	17.46	42.46

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS); NO EARTHWORK OR GRADING FOR ELEVATIONS	2021-05-01	25.75	18.70	44.45
204* OFF-ROAD TRUCK	2020-11-16	37.53	18.65	56.48
205* PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2020-11-16	30.45	17.64	48.09

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2 *	2020-11-16	36.89	20.30	57.19
306 GRADER OR MOTOR PATROL				
308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3 *	2020-11-16	39.19	21.55	60.74
	2021-05-03	40.34	22.55	62.89
309 ASPHALT BITUMINOUS STABILIZER PLANT				
310 CABLEWAY				
312 DERRICK (GUY OR STIFFLEG) (POWER) (SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316 LOCOMOTIVE CRANE OPERATOR				
320 TANDEM SCRAPER				
322 TUGBOAT 100 H.P. AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4 *	2020-11-16	38.89	21.55	60.44
	2021-05-03	40.04	22.55	62.59
323 AIR TRACK ROCK DRILL				
324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325 BACKFILLER OPERATOR				
327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SKEED PERSON)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS			
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS			
331	CHIP HARVESTER AND TREE CUTTER			
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE			
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)			
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT			
336	CURB MACHINE			
337	DIRECTIONAL BORING MACHINE			
338	DOPE MACHINE (PIPELINE)			
340	DUAL TRACTOR			
341	ELEVATING GRADER			
345	GPS REMOTE OPERATING OF EQUIPMENT			
347	HYDRAULIC TREE PLANTER			
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)			
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)			
350	MILLING, GRINDING, PLANING, FINE GRADE, OR TRIMMER MACHINE			
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE			
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE			
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES			
357	PUGMILL			
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
360	SCRAPER			
361	SELF-PROPELLED SOIL STABILIZER			
362	SLIP FORM (POWER DRIVEN) (PAVING)			
363	TIE TAMPER AND BALLAST MACHINE			
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)			
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE			
GROUP 5 *	2020-11-16	33.00	20.30	53.30
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)			
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)			
372	FORM TRENCH DIGGER (POWER)			
375	HYDRAULIC LOG SPLITTER			
376	LOADER (BARBER GREENE OR SIMILAR TYPE)			
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER			
379	POWER ACTUATED JACK			
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
382				
				SHEEP FOOT COMPACTOR WITH BLADE, 200 H.P. AND OVER
383				
				SHOULDERING MACHINE (POWER), APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER
384				
				STUMP CHIPPER AND TREE CHIPPER
385				
				TREE FARMER (MACHINE)
GROUP 6	2020-11-16	23.65	6.76	30.41
387				
				CAT. CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER
389				
				DREDGE DECK HAND
391				
				GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)
393				
				LEVER PERSON
395				
				POWER SWEEPER
396				
				SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS
397				
				TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING
COMMERCIAL POWER EQUIPMENT OPERATOR				
GROUP 1 *	2020-11-16	44.44	21.70	66.14
	2021-05-03	45.24	22.85	68.09
501				
				HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)
502				
				TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)
503				
				TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)
GROUP 2 *	2020-11-16	44.10	21.70	65.80
	2021-05-03	44.90	22.85	67.75
504				
				CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)
505				
				PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)
506				
				TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)
507				
				TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)
GROUP 3	2020-11-16	42.69	21.70	64.39
	2021-05-03	43.49	22.85	66.34
508				
				ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)
509				
				CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)
510				
				DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)
511				
				STATIONARY TOWER CRANE UP TO 200 FEET
512				
				SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)
513				
				TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
514				
				TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)
GROUP 4 *	2020-11-16	42.35	21.70	64.05
	2021-05-03	43.15	22.85	66.00
515				CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)
516				FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
517				HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)
518				LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)
519				OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)
520				TRACTOR, BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)
GROUP 5 *	2020-11-16	40.93	21.70	62.63
	2021-05-03	41.73	22.85	64.58
521				AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)
522				CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)
523				CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM
524				DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)
525				FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)
526				FRONT END, SKID STEER (1 C YD AND OVER
527				HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)
528				MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)
529				POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)
530				PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)
531				SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)
532				STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)
533				TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)
534				WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)
GROUP 6 *	2020-11-16	39.42	21.70	61.12
	2021-05-03	40.22	22.85	63.07
535				CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)
536				FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
537				FRONT END, SKID STEER UP TO 1 C YD
538				GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)
539				TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)
540				TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 7 *	2020-11-16	38.30	21.70	60.00
	2021-05-03	39.10	22.85	61.95
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)			
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)			
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)			
544	FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)			
545	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)			
546	PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)			
547	PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)			
GROUP 8	2020-11-16	16.10	6.00	22.10
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)			
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)			
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)			
TRUCK DRIVERS				
GROUP 1 *	2020-11-16	45.32	9.48	54.80
601	MECHANIC, WELDER			
602	TRACTOR TRAILER DRIVER			
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)			
GROUP 2	2020-11-16	19.90	6.76	26.66
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK			
GROUP 3 *	2020-11-16	22.50	6.50	29.00
605	BITUMINOUS DISTRIBUTOR DRIVER			
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)			
607	THREE AXLE UNITS			
GROUP 4 *	2020-11-16	28.00	9.56	37.56
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)			
609	DUMP PERSON			
610	GREASER			
611	PILOT CAR DRIVER			
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS			
613	TWO AXLE UNIT			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2020-11-16	46.79	27.26	74.05
702*	BOILERMAKERS	2020-11-16	38.33	27.43	65.76
703	BRICKLAYERS	2020-11-16	40.99	22.51	63.50
		2021-05-01	43.04	22.51	65.55
704	CARPENTERS	2020-11-16	38.68	25.15	63.83
		2021-05-01	40.68	25.15	65.83
705*	CARPET LAYERS (LINOLEUM)	2020-11-16	39.34	21.84	61.18
		2021-05-01	41.34	21.84	63.18
706	CEMENT MASONS	2020-11-16	40.76	21.47	62.23
		2021-05-01	42.76	21.47	64.23
707	ELECTRICIANS	2020-11-16	46.00	31.20	77.20
708*	ELEVATOR CONSTRUCTORS	2020-11-16	51.55	40.48	92.03
		2021-01-01	53.28	41.79	95.07
709	GLAZIERS	2020-11-16	43.00	21.08	64.08
		2021-06-07	45.05	21.08	66.13
710*	LATHIERS	2020-11-16	39.97	22.83	62.80
		2021-05-01	41.97	22.83	64.80
712	IRONWORKERS	2020-11-16	38.35	30.70	69.05
		2021-05-02	40.45	30.70	71.15
714*	MILLWRIGHT	2020-11-16	36.13	29.18	65.31
		2021-05-01	38.23	29.18	67.41
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND	2020-11-16	37.70	24.63	62.33

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	THE TAPING OF PAVEMENT MARKINGS)				
		2021-05-03	39.70	24.63	64.33
716*	PILED RIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2020-11-16	38.96	25.03	63.99
		2021-05-01	41.01	25.03	66.04
717	PIPEFITTERS / STEAMFITTERS	2020-11-16	50.19	27.75	77.94
		2021-05-01	52.69	27.75	80.44
718*	PLASTERERS	2020-11-16	41.00	21.57	62.57
		2021-06-01	43.05	21.57	64.62
719	PLUMBERS	2020-11-16	50.47	25.73	76.20
720	ROOFER	2020-11-16	39.30	18.89	58.19
		2021-05-01	41.30	18.89	60.19
721	SHEET METAL WORKERS	2020-11-16	46.06	30.22	76.28
722	SPRINKLER FITTERS	2020-11-16	40.04	22.60	62.64
723	TERRAZZO WORKERS	2020-11-16	41.68	20.73	62.41
		2021-05-03	43.73	20.73	64.46
724*	TILE SETTERS	2020-11-16	37.06	25.80	62.86
		2021-05-03	39.11	25.80	64.91
725*	TILE FINISHERS	2020-11-16	29.45	20.33	49.78
726	DRYWALL TAPER	2020-11-16	35.75	24.52	60.27
727	WIRING SYSTEM TECHNICIAN	2020-11-16	41.42	18.16	59.58
728	WIRING SYSTEMS INSTALLER	2020-11-16	29.02	15.34	44.36
729	ASBESTOS ABATEMENT WORKER	2020-11-16	33.75	20.69	54.44
		2021-01-01	34.85	21.64	56.49

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
730*	SIGN ERECTOR	2020-11-16	30.03	16.79	46.82

Chisago County Request for Board Action

Meeting Date: June 16, 2021	Item Number: 10
Title of Item for Consideration: Report and Recommendations from the June 15 th , 2021 Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance Committee	Department: County Board of Commissioners
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its Committees or individual members.	
Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its June 15 th Budget and Finance Meeting.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the June 15 th Budget and Finance Report. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion: <i>"Move to accept the June 15th Budget and Finance Report."</i>	
Implications of Action: County Board consideration and approval at tonight's meeting will allow the County to continue with its various financial planning and budgeting activities.	
Budget/Financial Implications: Tonight's recommended actions may approve certain specific expenditures. Tonight's actions may also have implications for future county budgets.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. Specific legal actions/decisions are subject to final approval as to form by the County Attorney.	
Administrator's Recommendation	
Approve _____	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Request for Board Action

Meeting Date: June 16, 2021	Item Number: 11
Title of Item for Consideration: Report and Recommendations from the June 9 th , 2021 Meeting of the Personnel Committee	
Action Requested by: Personnel Committee	Department: County Board of Commissioners
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its Committees or individual members.	
Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its June 9th Personnel Committee Report. Personnel Requests: Probation Director Amy Chavez requested the PT Supervisor position, Enterprise Services Director Jon Eckel requested 2 positions, Desktop Support position and Cyber Security/Network Engineer Position. Environmental Services Director Kurt Schneider requested a change to the Water Resources/LID position from a 50-50 split position to a FT Water Resources position. Lastly, HHS Director Bob Benson requested a change from a contracted SHIP Coordinator position to a FT County employee position. The Committee recommended all positions be brought to the Budget and Finance position discussion of financial implications. Health Insurance Broker: HR Director Karen Gates discussed the current Health Broker situation and requested a change to a different broker. She discussed the negatives and positives of HUB International, Gallagher, Marsh McLennan and Alliant. The Committee has recommended a change to HUB International as the new health insurance broker.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the June 9th Personnel Committee Report. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion: <i>"Move to accept the June 9th Personnel Committee Report."</i>	
Implications of Action: County Board consideration and approval at tonight's meeting will allow the County to continue with its various financial planning and budgeting activities. Budget/Financial Implications: Tonight's recommended actions may require certain specific expenditures which will be presented to the Budget and Finance Committee for approval. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. Specific legal actions/decisions are subject to final approval as to form by the County Attorney.	

Administrator's Recommendation

Approve <u>CLS</u>	Deny _____	Other _____
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____ Abstain _____

Chisago County Request for Board Action

Meeting Date: June 16, 2021	Item Number: 12
Title of Item for Consideration: American Rescue Plan – Scope of Services and Engagement Letter – Baker Tilly	
Action Requested by: Chase Burnham County Administrator	Department: Administration
Previous Action on this Matter: At the April 13th Budget and Finance Committee, the Committee decided to seek assistance for using American Relief Plan funds. At the May 19th Board of Commissioners meeting, Doug Green from Baker Tilly presented the services Baker Tilly can provide the County regarding ARP.	
Background: Baker Tilly will assist and effectively deploy ARP funds and assist in understanding the eligible uses and limitations of the funds at the direction of the County Board. Additionally, Baker Tilly will; • Assist Client with cash flow management plan. • Assist Client to develop and communicate a strategy to match community priorities to available funding. • Assist Client to prepare budgets and appropriations of FRF. • Assist Client to develop a plan for transparency and stakeholder inclusion. • Support Client with accounting and reporting compliance matters. • Attend meetings with Client and stakeholders (as needed). Attachment(s): • Baker Tilly Engagement Letter	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the engagement letter with Baker Tilly for American Relief Plan services, subject to County Attorney approval as to form. The following motion is suggested; <i>“Move to the engagement letter with Baker Tilly for American Relief Plan services, subject to County Attorney approval as to form.”</i>	
Implications of Action: County Board consideration and approval at tonight’s meeting will allow the County to continue with its various financial planning and budgeting activities.	
Budget/Financial Implications: Depends, on the services being provided. The costs can be paid using ARP funds.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. Specific legal actions/decisions are subject to final approval as to form by the County Attorney.	

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



Baker Tilly US, LLP
380 Jackson St., Ste 300
St. Paul, MN 55101
United States of America

T: +1 (651) 223 3000
F: +1 (651) 223 3046
bakertilly.com

June 1, 2021

Chisago County
313 North Main Street
Center City, MN 55012

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by Chisago County, Minnesota (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the



Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Tom Kaleko
Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

**SCOPE APPENDIX to
Engagement Letter Agreement ("Engagement Letter") dated: June 1, 2021
Between Chisago County, Minnesota and
Baker Tilly US, LLP**

RE: Proposed Consulting Services Related to the American Rescue Plan ("ARP")

DATE: June 1, 2021

This Scope Appendix is attached by reference to the above-named Agreement between Chisago County, Minnesota (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors ("BTMA") will perform the following services:

A. Fiscal Recovery Fund of the American Rescue Plan ("FRF") Program Support

1. Assist Client in preparation to receive and effectively deploy the allocated FRF.
2. Develop clear understanding of eligible uses and limitations of the FRF.
3. Assist Client to systematically assemble community priorities including computation of lost revenues.
4. Assist Client with cash flow management plan.
5. Assist Client to develop and communicate a strategy to match community priorities to available funding.
6. Assist Client to prepare budgets and appropriations of FRF.
7. Assist Client to develop a plan for transparency and stakeholder inclusion.
8. Support Client with accounting and reporting compliance matters.
9. Attend meetings with Client and stakeholders (as needed).

B. Other Elements of American Rescue Plan and Other Potential State and/or Federal Funding

1. Assist Client to evaluate and pursue additional and/or competitive funding included in the ARP.
2. Assist Client to coordinate additional and/or competitive funding with FRF to achieve strategic objectives.
3. Assist Client to establish procedures, mechanisms, and administration for fund distribution to business and/or individuals.
4. Assist Client to develop programs for pass through funding opportunities.
5. Monitor and communicate updates on potential funding from the State and Federal agencies.
6. Update reports, strategies and communication as circumstances dictate.

SCOPE APPENDIX to
Engagement Letter Agreement ("Engagement Letter") dated: June 1, 202
Between Chisago County, Minnesota and
Baker Tilly US, LLP

7. Consult with client regarding process for Single Audit (if necessary).

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as non-audit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Compensation and Invoicing

BTMA's fees for services set forth in the Scope Appendix will be billed at BTMA's billing rates based upon the actual time and expenses incurred.

Hourly Rates by Job Classification
1/1/2021

Partners / Principals / Directors	\$240.00	to	\$500.00
Managers	\$200.00	to	\$325.00
Senior Consultants	\$150.00	to	\$250.00
Consultants	\$135.00	to	\$200.00
Municipal Bond Disclosure Specialists	\$120.00	to	\$190.00
Support Personnel	\$110.00	to	\$150.00
Interns	\$90.00	to	\$110.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client.

**SCOPE APPENDIX to
Engagement Letter Agreement ("Engagement Letter") dated: June 1, 202
Between Chisago County, Minnesota and
Baker Tilly US, LLP**

Conflicts of Interest

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

Notwithstanding termination provisions contained in the Engagement Letter, it is agreed that relative to this Scope Appendix that both the Client and Baker Tilly have the right to terminate the work being done under the Scope Appendix. This Scope Appendix will otherwise terminate 60 days after completion of the services described herein. On termination, all fees and charges incurred prior to termination shall be paid promptly.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Tom Kaleko

Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Chisago County Request for Board Action

Meeting Date: June 16, 2021	Item Number: 13
Title of Item for Consideration: State of Minnesota Department of Human Services County Grant Contract for Fraud Prevention Investigation 2022 – 2023	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of a Fraud Prevention Investigation Program grant from the state of Minnesota for state fiscal years 2019 through 2021.	
Background: This is a grant for state fiscal years 2022 through 2023 to support the Fraud Prevention Investigation Program. The County Sheriff's Department, County Attorney and Health and Human Services Department work collaboratively to address matters related to fraud in the human service's public assistance programs. Chisago County is required to participate in the fraud prevention investigation program under Minn. Stat. §256.983. Attachment(s): State of Minnesota Department of Human Services County Grant Contract for Fraud Prevention Investigation	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Grant Contract for Fraud Prevention Investigation 2022 - 2023. The suggested motion is as follows: <i>“Move to approve the State of Minnesota Department of Human Services County Grant Contract for Fraud Prevention Investigation.”</i>	
Implications of Action: Acceptance of this grant agreement will ensure the continued funding of a fraud prevention investigator to address fraud activity in public assistance programs	
Budget/Financial Implications: Funded by state grant dollars	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. 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 _____



Minnesota Department of Human Services County Grant Contract

This Grant CONTRACT, and all amendments and supplements to the CONTRACT ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Office of Inspector General – Financial Fraud and Abuse Investigations Division ("STATE") and **Chisago County**, an independent grantee, not an employee of the State of Minnesota, located at **313 North Main Street, Center City, MN 55012** ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, sections 256.01, subdivision 2(a)(6), 256.983 and 119B.02, subdivision 5, has authority to enter into contracts with counties for maintaining and establishing cost effective Fraud Prevention Investigation (FPI) programs in accordance with operational requirements, forms and reporting mechanisms as contained in the STATE's FPI Program Manual, and amendments and supplements thereto, which are incorporated herein by reference.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **July 01, 2021**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **June 30, 2023**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

- a. Conduct timely fraud prevention investigations of applicants, recipients, and other participants in the human services programs administered by the COUNTY agency.
- b. Ensure that its FPI program operations and investigative techniques follow the STATE's FPI Guidelines found in the Fraud Prevention Investigation Program Manual (hereinafter, FPI Guidelines), which are incorporated herein by reference, federal regulations, Minnesota laws, and COUNTY ordinances.
- c. Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when such prosecutions are declined by a COUNTY attorney or the COUNTY decides not to pursue criminal prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, section 256.046.
- d. Use staff that qualify as investigators through the COUNTY's personnel classification system or licensed by either the State of Minnesota Board of Peace Officer Standards and Training (POST) or State of Minnesota Board of Private Detective and Protective Agent Services.
- e. Notify the STATE of any staffing changes that result in fewer FPI investigators than are in the COUNTY's approved CONTRACT attachments. COUNTY staff changes that result in fewer investigators permanently will likely result in reduced FPI program funding.
- f. Allow COUNTY FPI staff to attend and participate in the development and presentation of STATE sponsored training and/or other FPI program related workgroups.
- g. Utilize the State's FPI Program Integrity Network (FASE) for FPI staff to report the results of public assistance fraud investigations, whether administrative, civil or criminal.
- h. Maintain investigative case files as required by the FPI Guidelines. The COUNTY shall provide the STATE access to all FPI case files during the COUNTY'S regular business hours.
- i. Timely submit narrative, financial and/or statistical reports either as required in FPI Guidelines or as requested by the STATE.
- j. Ensure that eligibility workers make referrals to the COUNTY'S FPI staff when appropriate and cooperate with case action reporting requirements.
- k. Ensure that healthcare overpayments arising from FPI investigations are calculated and reported to FPI investigators to the same extent as all other programs related to the FPI program. The STATE will regularly monitor the COUNTY'S compliance with this obligation. Compliance will be a component of the STATE'S evaluation of the COUNTY'S FPI program.
- l. Annually provide training to COUNTY's eligibility workers in fraud detection to assist them in identifying cases that should be referred.
- m. Evaluate FPI referral rates among eligibility workers in order to help identify fraud detection training needs.

- n. Cooperate with the STATE in maintaining cost effective program operations by expanding FPI service coverage to other counties as deemed necessary by the STATE.
- o. Provide short term fraud prevention investigation services to other counties as deemed necessary by the STATE.
- p. Submit quarterly claim reimbursement for the FPI program expenditures on the STATE's Financial Operations Division's Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550).
- q. **REQUIRED COUNTY AGENCY ATTACHMENTS.** The COUNTY agrees to incorporate by reference the following information as an attachment to this CONTRACT. This information must be provided to and approved by the STATE before this CONTRACT becomes effective:
 - 1. COUNTY organizational chart showing its management structure and divisions, and the number and placement of COUNTY FPI staff within this structure.
 - 2. Position descriptions and personnel classification of funded COUNTY FPI employees, including an itemization of all tasks performed and the percentage of time spent on those tasks.
 - 3. Where applicable, contractual agreements between COUNTY agency and service providers of fraud prevention investigation services.
 - 4. A copy of the COUNTY'S policy and procedures for resolving intentional program violations through criminal prosecution or through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is taken.
- r. **COUNTY OBLIGATIONS RELATED TO USE OF THE STATE'S FRAUD APPLICATION SYSTEM ENVIRONMENT (FASE) ELECTRONIC DATABASE.**
 - 1. The COUNTY is responsible for ensuring that the STATE's FASE electronic database is utilized only by FPI COUNTY staff or agents, and their related support staff where applicable, and only for legitimate COUNTY business or State business.
 - 2. The STATE is exclusively responsible for approving requests for FASE access and for determining and providing access rights to all FASE users. FASE access shall be granted only to individuals performing investigative work essential to the FPI program.
 - 3. The COUNTY shall ensure that all COUNTY users and agents who are provided access to FASE fully complete a FASE Access Request form approved and signed by their immediate supervisor. The COUNTY shall maintain the original and send a copy to the State. All FASE Access Request forms must be sent to the STATE's FPI Program Administrator or successors. The COUNTY shall immediately notify the STATE in writing if an employee who has access to FASE's employment ends, role changes, or access to FASE is no longer required or appropriate.
 - 4. If any COUNTY supervisor, manager, or executive, or COUNTY personnel responsible for monitoring access to state or COUNTY electronic databases, develops a reasonable suspicion that FASE or any database that is accessed through FASE or used for investigative purposes, has been used or accessed improperly or illegally, the COUNTY shall immediately investigate the matter and notify the STATE in writing no later than one (1) day following the COUNTY's confirmation that an improper or illegal access, use or disclosure has occurred. "Reasonable suspicion" means any information or data that objectively supports the COUNTY'S belief that improper or illegal access, disclosure or use has occurred. A request to the STATE (or any other database provider) for an audit of any FASE user's use or access does not constitute notice of illegal access, use or disclosure has occurred.

5. The COUNTY shall provide the STATE with all details of the improper or illegal use or disclosure. Failure to provide this notice may result in the COUNTY's loss of access to FASE. The STATE may terminate, suspend or otherwise limit the COUNTY's or any user's or agent's access to FASE based upon a determination that FASE was accessed or used improperly or illegally, or if a COUNTY user or agent is responsible for an improper disclosure. The COUNTY agrees to cooperate with any investigation related to FASE, or any database accessed through FASE, improper or illegal use or disclosure as required or requested by the STATE.
6. Within one (1) business day following any COUNTY determination of an improper or illegal use of or disclosure from FASE or any database accessed through FASE, the COUNTY shall notify the STATE in writing of the details of that resolution.
7. The COUNTY shall prepare a report, and deliver to the STATE, the facts and results of the investigation. The report must at a minimum include:
 - (i.) a description of the data that was accessed or acquired;
 - (ii.) the names and number of individuals whose data was improperly accessed, disclosed or acquired;
 - (iii.) the name of each COUNTY user or agent determined responsible for the unauthorized access, disclosure or acquisition and the amount of their unauthorized access for each victim; and
 - (iv.) the final disposition of any disciplinary action taken against each COUNTY user in response, or if disciplinary action or other action was determined to be unnecessary, the specific findings and reasons for that determination, excluding information protected by law.
8. All communications regarding an improper or illegal use of or disclosure from FASE, or the databases accessed through FASE, shall be sent to the Department of Human Services, Office of Inspector General, Financial Fraud and Abuse Division, manager of eligibility and child care provider investigations or successor.
9. The COUNTY agrees to assist the STATE in any investigation of a COUNTY's improper or illegal use of FASE.
10. The COUNTY agrees comply with Minnesota Statutes, section 13.055 in relation to any breach in the security of data.
11. The COUNTY agrees to indemnify STATE to the extent provided in clause 10, Liability, and hold harmless the STATE from any lawsuits or damages, including punitive damages, resulting from COUNTY staff data breaches that result from FASE use.
12. The STATE may immediately terminate FASE access, and access through FASE to any database or website that is accessed through FASE, for any COUNTY staff that misuses FASE.
- s. The STATE reserves the exclusive right to determine the action it will take against the COUNTY for any COUNTY user's or COUNTY agent's misuse of FASE access or any database or website that is accessed through FASE.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#), as updated on June 14,

2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

- a. Compensation.** COUNTY will be paid in accordance with **Attachments A-1**, 2022 Budget Justification Form and **Attachments A-2**, 2023 Budget Justification Form, which are attached and incorporated into this CONTRACT. COUNTY reimbursements shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE'S Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE'S Financial Operations.

 1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.
 2. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.
- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **sixty five thousand dollars (\$65,000.00)** in each of the state fiscal years 2022 and 2023.

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

3.2. Terms of payment

- a. Invoices/Claims.** COUNTY reimbursement shall be made through the settlement provisions applicable to the Supplemental Nutrition Assistance Program (SNAP), Minnesota Family Investment Program (MFIP), child care assistance programs, the medical assistance program, and other federal and state-funded programs. Payments shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE'S Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE'S Financial Operations.
- b. Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for CONTRACT services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or CONTRACTs, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform CONTRACT services, in accordance with clause 1, COUNTY's Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE 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 will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. 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. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Kristine Preston** or successor. Phone and email: **651.431.2618** and **Kristine.Preston@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Robert Benson** or successor. Phone and email: **651-213-5664** and **Robert.Benson@chisagocounty.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is [Click here to enter name or successor](#). Phone and email: [Click here to enter text](#).

7.4. Project Manager. The STATE's Project Manager for this CONTRACT is **Mary McCarthy** or successor. Phone and email: **(651) 431-3957** and **mary.mccarthy@state.mn.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. 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 the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant CONTRACT by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY. COUNTY will receive private information and protected health information protected by the Minnesota Government Data Practices Act and the Health Information Portability and Accountability Act (HIPAA) from STATE in the course of performing its duties under this CONTRACT. Information privacy and security shall be governed by the "Information Privacy and Security Agreement," and/or the "Business Associate Agreement," which the COUNTY and the Minnesota Department of Human Services (DHS) executed in 2015 that are on file at DHS, as well as any current or future amendments to those documents. In accord with 45 C.F.R. § 164.512(d), PHI will be disclosed to the COUNTY because it is performing a health oversight activity under this CONTRACT.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

- b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, a copy of the relevant audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2

C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, 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.
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 CONTRACT.

14. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. 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.

16.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. 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. Vendors should submit a prevailing wage form along with their bids.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not CONTRACT with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its CONTRACT with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy [#1329](#) (Sexual Harassment Prohibited) and [#1436](#) (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

19.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

CONTRACT No: GRK% 194294

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution: (fully executed CONTRACT to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

Chisago County Request for Board Action

Meeting Date: June 16, 2021	Item Number: 14
Title of Item for Consideration: Appointment to the Comfort Lake – Forest Lake Watershed District	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: Every year the Board of Commissioners is asked to appoint to specific County Committees at their meetings and/or as retirements or resignations occur. Due to these vacancies, the Board approves advertising for the vacancies before appointing to the committee.	
Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is needed to appoint a citizen to a committee. Jon Spence's is resigning from the Comfort Lake Forest Lake Watershed District. With County Board approval, the vacancy will be advertised on the Chisago County official website and in the Chisago County Press before the applicant/applicants are appointed to their committee. Mr. Spence's term was to expire on 9/4/2021. Mr. Douglas Toavs is the only applicant for the position at this time.	
Attachment(s): • Application – Mr. Douglas Toavs	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint Mr. Douglas Toavs to the current vacancy on the Comfort Lake Forest Lake Watershed District. The following motion is suggested; <i>“Move to appoint Mr. Douglas Toavs to the vacancy on the Comfort Lake Forest Lake Watershed District.”</i>	
Implications of Action: If the motion is made, the County Board will approve appoint Mr. Douglas Toavs to the vacancy on the Comfort Lake Forest Lake Watershed District.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.	

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

Step 1

APPLICATION FOR APPOINTMENT TO AN ADVISORY COMMITTEE, COMMISSION

Committee of Interest

Comfort Lake/Forest Lake Watershed

Instructions:

Please complete ONE application for each committee you are seeking. Notice of Rights identified on next page.

Last Name:

Toavs

First Name:

Douglas

Middle Name:

Vernon

[REDACTED]

[REDACTED]

City:

Chisago City

State:

MN

Zip:

55013

[REDACTED]

[REDACTED]

Business Phone:

Field not completed.

[REDACTED]

[REDACTED]

Fax No.:

Field not completed.

[REDACTED]

In which Commissioner District do you reside?

District #5

If you reside in a Township, please list:

Chisago Township

List experience or skills you have relating to the appointment you are seeking:

- 1) I grew up on a farm, purchased the farm and ran the operations, then managed operations over a span of 4 decades. With that came the responsibilities of finding and implementing new methods of production and management in order to preserve the land and water, not only for my own economic interests, but for the following generations as well.
- 2) After shifting from owner/operator to owner/manager of the farm, I immersed myself in employment with several not-for-profit

organizations, helping them secure funding, managing communications, and working on strategic frameworks for preserving and growing the organizations. The breadth of awareness and scope of collaboration that was required has been both a challenge and a great opportunity to serve.

3) For about a decade, I've been collecting water samples and data through the CAMP program. I'm part of the Citizen's Advisory Committee (CAC) for the watershed. We live on the lake and we are invested in the future of the lake.

List special or personal interests relating to the appointment you are seeking:

We have lived on Moody Lake for over 25 years. In that time we have watched the lake decline to where it was no longer safe for swimming. The recent efforts to clean up and balance the watershed have resulted in remarkable improvements. Through the CAMP program, I've collected water samples and data on our lake for about a decade now, and this spring is the clearest I've seen the lake in that time. The actions that are being taken are proving to be successful. I'd like to take on the next level of responsibility and help protect, restore and improve the watershed below our beautiful little lake.

Why do you want this appointment?

I've reached a point where it is time to give back. It is time to find new applications for the the skills I've acquired through years of working with agriculture, people, systems and organizations. I'm convinced that the lakes downstream from Moody Lake will reap the benefits of the investments that have been made up in our area. If I can help that process, then that's a place I'd like to serve.

Digital Signature:

Douglas V. Toavs

Date:

6/2/2021