



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Suite 160A
Center City, MN 55012-9663

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

REGULAR MEETING – Wednesday, July 7, 2021 County Board Room, Suite 160A

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

Health & Human Services Committee of the Whole:

Topics for Discussion:

1.) Director's Report TAB 1

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

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

3.) Out of State Travel Requests – July and September – Connecticut TAB 3

4.) SHIP Grant Agreement – Wyoming Elementary TAB 4

5.) SHIP Grant Agreement – City of Wyoming TAB 5

6.) LiveStories Agreement – 2-year Subscription TAB 6

7:00 p.m. Citizen's Forum

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. Comments, Statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. You will be limited to three minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak that night."

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Director's Report TAB 1

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

3.) HHS Committee Recommendation – Out of State Travel Requests – Connecticut TAB 3

4.) HHS Committee Recommendation – SHIP Grant Agreement – Wyoming Elementary TAB 4

5.) HHS Committee Recommendation – SHIP Grant Agreement – City of Wyoming TAB 5

6.) HHS Committee Recommendation – LiveStories Agreement – 2-year Subscription TAB 6

7.) Payment of County's Warrants and Miscellaneous Bills TAB 7

8.) Minutes from the June 16, 2021 Regular Meeting TAB 8

9.) Application to Conduct Off-Site Gambling – Stacy Lions Club TAB 9

10.) Renewal of Liquor, Wine, Club or 3.2% Licenses TAB 10

11.) New Lease for Postage Meter Equipment – Auditor/Treasurer's Office and Sheriff's Office TAB 11

Presentation – State Legislative Updates

- MICA – Matt Massman, Executive Director

Other County Business:

12.) Veterans Service Office Operational Enhancement Grant Program Grant Agreement TAB 12

13.) Cooperative Weed Management Area Grant Amendment	TAB 13
14.) Final Design Contract for Design of Local Road System Component of TH 8 Recon.	TAB 14
15.) Pictometry Aerial Imagery	TAB 15
16.) Out of State Travel for National Tactical Officer's Association Conference	TAB 16
17.) Discussion – County-wide ARP 'Collaboration' Meeting	TAB 17

Discussion Items:

- Administrator Updates
- Correspondence
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Citizen's Forum:

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

Citizens may participate in the Board meetings in one of two ways;

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





CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 N Main St Room 230
Center City, MN 55012

TAB #1

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

Memo to: Chisago County Commissioners

From: Robert Benson, Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: July 7, 2021

I. Department Updates/Highlights:

The legislature has finally agreed to, and passed the Health and Human Services Bill. Some of the highlights include new spending allocated over the next two to three years, due in part to the additional Federal funding coming into the state.

The Adult Mental Health Initiative (AMHI) grants will receive \$1.75 million per year over the next three years. We are waiting to see how much that will increase our local AMHI grant here in our region. There is also increased funding for Intermediate Care Facilities (ICF) and some limited funding available for court appointed counsel for child protection cases. There was also funding allocated to cover the DHS billing errors around the IMD/SUD placements, so that counties will not be responsible for those bills. Additional money was also approved for the Child Care Assistance Program (CCAP), to assist in reprioritization of waiting lists and provide rate increases for legal non-licensed child care.

Some of the waivers that were approved during the COVID-19 pandemic, have now been codified. Some of our process will be allowed to continue remotely, or allow for remote applications from individuals. Specific details on some of these processes are still being scrutinized to determine the impact.

Most of the proposed cost shifts to counties were averted. There will not be a cap on new HCBS Waivers or costs to counties for individuals aged 18-27, as had been originally proposed, and there are no changes to how counties are reimbursed for the MnCHOICES Assessments. There was, however, one cost shift to counties regarding placement of individuals at the Child and Adolescent Behavioral Health Services (CABHS) program in Willmar. This requires counties to pay significantly more for individuals placed there.

There will also be a new requirement for our Adult Protection staff, beginning January 1st, 2022. In the past, all after hours Emergency Protective Services (EPS) reports were reported to local law enforcement through the Minnesota Adult Abuse Reporting Center (MAARC). Beginning January 1st, the state will no longer contact local law enforcement agencies or contracted agencies. We will be required to make some changes to our procedures that allow for Adult Protection Staff to review reports on weekends and holidays. We are currently

reviewing options available, to determine the most efficient and cost effective way to meet this new requirement.

In the Public Health arena, there were funding increases to the Home Visiting Grant Program and the Local Public Health Grants. These increase are also limited to the next two to three years because they are primarily funded with Federal money coming in through the American Rescue Plan. Additional money was also allocated for tobacco and vaping prevention, and there were no reductions to the Statewide Health Improvement Partnership (SHIP) as had been previously proposed.

Over the next few weeks we will be receiving more detailed information on each of the legislative changes and how those will specifically impact Chisago County.

Chisago County Health and Human Services is continuing to follow a hybrid model for our staffing. We have staff in our buildings daily, with some working out in the field seeing residents, and some scheduled for some days working from home. With everything opening up more now, we are having much more direct contact with individuals in the community. With some of the state and federal waivers still in place we are able to meet the community's needs very well utilizing this hybrid model. Over the next few months, as the Governor's order eventually expires and some of the state waivers end, we expect to see an increase in demand for services and support. Many individuals who have not had to recertify for benefits will now be required to do so. Some of the waivers that allow for remote/virtual support to individuals and have been approved by the state legislature as permanent, will help in meeting this increased demand.

Public Health has resumed their Children's Dental Services again, beginning July 1st.

The Veterans Service Officer is continuing his Coffee Talks in both North Branch and Chisago City.

II. Financial Notes:

Health and Human Services is scheduled to present at the Budget and Finance Committee on July 13th. We will be presenting our 2022 budget and one personnel request regarding the Statewide Health Improvement Partnership (SHIP) Coordinator position.

While we are now half way through 2021, we are still collecting mid-year information. At the August Board Meeting I expect to provide a more detailed update on where we are for our 2021 budget.

III. Staffing Updates:

We have hired a new Public Health Supervisor. And are currently interviewing for a new Behavioral Health Case Manager and a new HCBS Waiver Case Manager.

IV. Review of Requests for Board Action

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
July 7, 2021**

TAB # 2

Payment of County's Warrants for HHS

Authorize Payment of County's Warrants for HHS:

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
6/28/2021	\$107,374.49		County's Warrants
6/28/2021	\$52,158.94	7/7/2021	Auditor's Warrants

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

Chisago County Request for Board Action

Meeting Date: July 7, 2021	Item Number: 3
Title of Item for Consideration: Out of State Travel Requests – Monthly Client Visits to Connecticut	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Prior approved travel requests to see clients in residential placements.	
Background: Chisago County has custody of a client that will need to be visited at a specialized residential treatment center in Connecticut. Health & Human Services is requesting approval of \$2,380.00 in travel expenses for Kim Booker (SW Child Services/ Child Protection), Kim Booker will visit the client July 21st to July 23rd, 2021 and September 22nd to September 24th, 2021. These dates allow the Social worker to visit the client twice. Attachment(s): Out of State Travel to CT request forms for Kim Booker	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Requests for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility there. The suggested motion is as follows: <i>“Move to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility.”</i>	
Implications of Action: By visiting this client, we are fulfilling our mandated obligation of ensuring safety and well-being for clients who are receiving Child protective services. Budget/Financial Implications: Budgeted levy dollars Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	6/14/2021
Employee Name	Kim Booker
Department	Health and Human Services
Destination	Connecticut
Purpose of Travel	Priority consultation of Client in the custody of Chisago County placed in Residential Treatment Center/provide supervised parenting time for parents
Departure Date	22-Sep-21
Return Date	24-Sep-21
Total Travel Expenses	\$1,190.00
Supervisor Name (PRINT)	Christine A. Johnson
Supervisor's Signature	
County Board Signature	
Date Approved	6/18/2021

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW		1	\$450.00
Ground Transportation			1	\$300.00
Conference/Registration Fees			1	\$0.00
Lodging			1	\$320.00
Meals			1	\$120.00
Mileage			1	\$0.00
Grand Total				\$1,190.00

Chisago County Out-of-State Travel Request

Date Submitted	6/14/2021	
Employee Name	Kim Booker	
Department	Health and Human Services	
Destination	Connecticut	
Purpose of Travel	Monthly contact for Client in the custody of Chisago County placed in Residential Treatment Center/provide supervised parenting time for parents	
Departure Date	21-Jul-21	
Return Date	23-Jul-21	
Total Travel Expenses	\$1,190.00	
Supervisor Name (PRINT)	Christine A. Johnson	
Supervisor's Signature		Date Approved 6/14/2021
County Board Signature		Date Approved

Anticipated Expenses				
Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW			\$450.00
Ground Transportation	Rental Car		1	\$300.00
Conference/Registration Fees			1	\$0.00
Lodging			1	\$320.00
Meals	Meal Per Diem CT		1	\$120.00
Mileage			1	\$0.00
Grand Total				\$1,190.00

Chisago County Request for Board Action

Meeting Date: July 7, 2021	Item Number: 4
Title of Item for Consideration: SHIP Grant Agreement – Wyoming Elementary	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: : Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP Grant Agreement and Application – Wyoming Elementary	
Action Requested/Recommended: It is respectfully requested to approve the SHIP Grant Agreement – Wyoming Elementary. The suggested motion is as follows: <i>“Move to approve the Ship Grant Agreement – Wyoming Elementary.”</i>	
Implications of Action: Approval of this SHIP grant agreement will allow Wyoming Elementary to hold meetings aimed at the reviewing and updating of the annual School health index plan, the planning will target specific issues that will need monitoring and improvement such as Smarter Lunchrooms, School Based agriculture, enhanced PE, and more active classrooms. Budget/Financial Implications: State grant funding, Statewide Health Improvement Funds (SHIP). 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 _____

**County of Chisago
State Health Improvement Program Grant Program
Grant Agreement**

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Wyoming Elementary 25701 Forest Blvd Wyoming, MN 55092 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the State of Minnesota State Health Improvement Program ("SHIP") and is empowered to enter into this Grant Agreement; and

WHEREAS, Wyoming Elementary applied to County for a SHIP Grant in order to hold meetings aimed at the reviewing and updating of the annual School health index plan, the planning will target specific issues that will need monitoring and improvement such as Smarter Lunchrooms, School Based agriculture, enhanced PE, and more active classrooms; and

WHEREAS, after reviewing the full proposal and all supplemental documentation submitted by the Grantee, it was found that the application satisfied the requirements of Minn. Stat. § 145.986 and 16B.98; and

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed Five Hundred Dollars (\$500.00); and

WHEREAS, the Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the County.

NOW THEREFORE, the County and Wyoming Elementary enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** July 8, 2021 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks

or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Miranda Rice, Wyoming Elementary Site Coordinator
Address: 25701 Forest BLVD Wyoming, MN 55092
Phone: 651-303-8343
Email: mrice@flaschools.org

To the extent possible, communication between the parties shall be made through the authorized representatives. The parties may substitute authorized representatives, as necessary, by written notification to each other.

5. **ASSIGNMENT, WAIVER, AND AGREEMENT COMPLETE**

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

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

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

6. **CHANGES IN OWNERSHIP AND CONTROL**

This Agreement shall be binding on the County, its successors and assigns, and on the Grantee, its successors and assigns. In the event that the Grantee becomes aware that there will be a change in its ownership or control, the Grantee shall promptly notify the County's Authorized Representative, in writing, of the change.

7. **AUTHORITY TO CONTRACT**

Grantee is NOT authorized to enter into agreements needed to complete the work specified in this Agreement without the prior written consent of County, which shall not be withheld unreasonably.

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Five Hundred dollars (\$500.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. USE OF GRANT FUNDS

Grantee shall use Grant funds solely for eligible costs as identified in Grantee's Application and as incurred within the term of this Agreement.

10. COMPLIANCE WITH THE LAW

The Grantee shall conduct the Project in compliance with all applicable provisions of federal, state, and local laws and obtain all federal, state and local permits, licenses and authorizations necessary to implement and operate the Project.

11. REPORTING REQUIREMENTS

All reporting must be provided to the County's Authorized Representative.

- 11.1. **Upon project completion,** grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.
- 11.2. **Treatment of Data.** All data (information) related to this Project and Agreement that is maintained by the County 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 County 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 County at the same time it submits the report containing the information in question.

The County 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 County shall promptly determine whether the information qualifies for nonpublic or private data treatment. If the County determines that the

information may be treated as nonpublic or private data, the County shall use its best efforts to treat the information accordingly.

12. AMENDMENTS

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

13. FAILURE TO COMPLY

- 13.1. ***Suspension or Termination.*** Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.
- 13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.
- 13.3. ***Notice of Default.*** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.
- 13.4. ***Response to Notice of Default.*** The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. TERMINATION

The County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the Grantee. The County is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding sources, to not appropriate funds. The County must provide the Grantee notice of the lack of funding within a reasonable time of the County's receiving that notice.

15. 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 County 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 County's obligation or responsibility.

16. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this Agreement must identify the Minnesota Department of Health and the County as a funding source and must not be released without prior written approval from the County'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 Agreement. The Grantee must not claim that the Minnesota Department of Health and the County endorses its products or services.

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

The Grantee, in the conduct of the Project, shall comply with all applicable state and federal laws relating to nondiscrimination, affirmative action, and equal opportunity, now or hereafter enacted and any amendments thereto, including, but not limited to, Minnesota Statutes Ch. 363 (the Minnesota Human Rights Act), Minn. Stat. § 181.59 (applicable to Agreements for materials, supplies, and construction for or on behalf of the State), and the Americans with Disabilities Act of 1990 (P.L. 100-336).

18. LIABILITY

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

19. INSURANCE

21.1 Grantee is required to maintain general liability and automobile (if a vehicle is used in performing the duties under the contract) insurance minimum limits in the amount of \$1,000,000 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 Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the Contract.

21.2 Insurance coverage by the Grantee in amounts greater than the tort liability limits set for municipal corporations, pursuant to Minn. Stat. 466 shall not constitute a waiver of the liability cap(s) available to the County.

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

20.1. **Government Data Practices.** The Grantee agrees to comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee in accordance with this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Part by either the Grantee or the County. In the event the Grantee receives a request to release the data referred to in this Part, the Grantee must immediately notify the County.

The County will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

20.2. *Intellectual Property.*

20.2.1. Grantee shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for 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).

20.2.2. Grantee 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 Grantee shall indemnify and defend, to the extent permitted by the Attorney General, County at the Grantee'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 Grantee 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.

21. ANTITRUST

The Grantee hereby assigns to the County 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.

22. 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.

23. STATE AUDITS

The books, records, documents, and accounting procedures and practices of the Grantee 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. In addition, the Grantee shall permit representatives of the County to visit the site of the Project during regular business hours to review the status of the Project and verify expenditures made under this Agreement.

24. SUBCONTRACTING

Grantee shall not enter into any subcontract for performance of any services contemplated under this agreement. If specifically authorized by the County, Grantee is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

APPROVED:

1. GRANTEE

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

By:
Title: Miranda Rice, Wyoming Elementary Site Coordinator
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

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

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By:
Title: Janet Reiter, Chisago County Attorney
Date:

Chisago County Request for Board Action

Meeting Date: July 7, 2021	Item Number: 5
Title of Item for Consideration: SHIP Grant Agreement – City of Wyoming	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: : Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP Grant Agreement and Application – City of Wyoming	
Action Requested/Recommended: It is respectfully requested to approve the SHIP Grant Agreement – City of Wyoming. The suggested motion is as follows: <i>“Move to approve the Ship Grant Agreement – City of Wyoming.”</i>	
Implications of Action: Approval of this SHIP grant agreement will allow City of Wyoming to purchase a bottle filling station for the Wyoming City Hall, the filling station will have a positive effect on the staff, residents and visitors once the bottle filling station is placed and it will provide safe and high quality drinking water. Budget/Financial Implications: State grant funding, Statewide Health Improvement Funds (SHIP) 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 _____

**County of Chisago
State Health Improvement Program Grant Program
Grant Agreement**

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and City of Wyoming 26885 Forest BLVD, PO BOX 188, Wyoming, MN 55092 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the State of Minnesota State Health Improvement Program ("SHIP") and is empowered to enter into this Grant Agreement; and

WHEREAS, the City of Wyoming applied to County for a SHIP Grant in order to purchase a bottle filling station for the Wyoming City Hall, the filling station will have a positive effect on the staff, residents and visitors once the bottle filling station is placed and it will provide safe and high quality drinking water; and

WHEREAS, after reviewing the full proposal and all supplemental documentation submitted by the Grantee, it was found that the application satisfied the requirements of Minn. Stat. § 145.986 and 16B.98; and

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00); and

WHEREAS, the Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the County.

NOW THEREFORE, the County and City of Wyoming enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** July 8, 2021 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks

or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Jenny Olson
Address: 26885 Forest Blvd, PO Box 188, Wyoming, MN 55092
Phone: 651-462-0575
Email: jolson@wyomingmn.org

To the extent possible, communication between the parties shall be made through the authorized representatives. The parties may substitute authorized representatives, as necessary, by written notification to each other.

5. **ASSIGNMENT, WAIVER, AND AGREEMENT COMPLETE**

- 5.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.
- 5.2. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.3. **Agreement Complete.** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**

This Agreement shall be binding on the County, its successors and assigns, and on the Grantee, its successors and assigns. In the event that the Grantee becomes aware that there will be a change in its ownership or control, the Grantee shall promptly notify the County's Authorized Representative, in writing, of the change.

7. **AUTHORITY TO CONTRACT**

Grantee is NOT authorized to enter into agreements needed to complete the work specified in this Agreement without the prior written consent of County, which shall not be withheld unreasonably.

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **One Thousand Five Hundred dollars (\$1,500.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. USE OF GRANT FUNDS

Grantee shall use Grant funds solely for eligible costs as identified in Grantee's Application and as incurred within the term of this Agreement.

10. COMPLIANCE WITH THE LAW

The Grantee shall conduct the Project in compliance with all applicable provisions of federal, state, and local laws and obtain all federal, state and local permits, licenses and authorizations necessary to implement and operate the Project.

11. REPORTING REQUIREMENTS

All reporting must be provided to the County's Authorized Representative.

- 11.1. **Upon project completion,** grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.
- 11.2. **Treatment of Data.** All data (information) related to this Project and Agreement that is maintained by the County 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 County 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 County at the same time it submits the report containing the information in question.

The County 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 County shall promptly determine whether the information qualifies for nonpublic or private data treatment. If the County determines that the

information may be treated as nonpublic or private data, the County shall use its best efforts to treat the information accordingly.

12. AMENDMENTS

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

13. FAILURE TO COMPLY

- 13.1. ***Suspension or Termination.*** Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.
- 13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.
- 13.3. ***Notice of Default.*** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.
- 13.4. ***Response to Notice of Default.*** The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. TERMINATION

The County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the Grantee. The County is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding sources, to not appropriate funds. The County must provide the Grantee notice of the lack of funding within a reasonable time of the County's receiving that notice.

15. 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 County 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 County's obligation or responsibility.

16. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this Agreement must identify the Minnesota Department of Health and the County as a funding source and must not be released without prior written approval from the County'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 Agreement. The Grantee must not claim that the Minnesota Department of Health and the County endorses its products or services.

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

The Grantee, in the conduct of the Project, shall comply with all applicable state and federal laws relating to nondiscrimination, affirmative action, and equal opportunity, now or hereafter enacted and any amendments thereto, including, but not limited to, Minnesota Statutes Ch. 363 (the Minnesota Human Rights Act), Minn. Stat. § 181.59 (applicable to Agreements for materials, supplies, and construction for or on behalf of the State), and the Americans with Disabilities Act of 1990 (P.L. 100-336).

18. LIABILITY

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

19. INSURANCE

21.1 Grantee is required to maintain general liability and automobile (if a vehicle is used in performing the duties under the contract) insurance minimum limits in the amount of \$1,000,000 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 Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the Contract.

21.2 Insurance coverage by the Grantee in amounts greater than the tort liability limits set for municipal corporations, pursuant to Minn. Stat. 466 shall not constitute a waiver of the liability cap(s) available to the County.

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

20.1. ***Government Data Practices.*** The Grantee agrees to comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee in accordance with this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Part by either the Grantee or the County. In the event the Grantee receives a request to release the data referred to in this Part, the Grantee must immediately notify the County.

The County will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

20.2. *Intellectual Property.*

20.2.1. Grantee shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for 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).

20.2.2. Grantee 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 Grantee shall indemnify and defend, to the extent permitted by the Attorney General, County at the Grantee'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 Grantee 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.

21. ANTITRUST

The Grantee hereby assigns to the County 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.

22. 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.

23. STATE AUDITS

The books, records, documents, and accounting procedures and practices of the Grantee 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. In addition, the Grantee shall permit representatives of the County to visit the site of the Project during regular business hours to review the status of the Project and verify expenditures made under this Agreement.

24. SUBCONTRACTING

Grantee shall not enter into any subcontract for performance of any services contemplated under this agreement. If specifically authorized by the County, Grantee is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

APPROVED:

1. **GRANTEE**

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

By:
Title: Jenny Olson
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

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

CERTIFIED:

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

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: 
Title: Janet Reiter, Chisago County Attorney
Date: 6/30/2021

Chisago County Request for Board Action

Meeting Date: July 7, 2021	Item Number: 6
Title of Item for Consideration: LiveStories Agreement – 2-year subscription	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Agreement was previous approved in 2019.	
Background: LiveStories provides an integrated civic data hub. Local health departments, school districts, businesses, and governments throughout the United States and around the world use LiveStories to discover, analyze, and publish civic data. Users can discover insights about health care, poverty, crime, and education in their communities, and publish those insights as interactive data. LiveStories includes thousands of verified indicators and interactive visualizations, updated weekly. Users have the ability to compare cities, counties, and states on various indicators, to help identify and elevate areas of concern.	
Attachment(s): Agreement between LiveStories and Chisago County Health & Human Services	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement between LiveStories and Chisago County Health & Human Services. The suggested motion is as follows: <i>“Move to approve the agreement between LiveStories and Chisago County Health & Human Services.”</i>	
Implications of Action: Approval of this contract will help the Chisago County Public Health Department identify and elevate areas of concern within the County.	
Budget/Financial Implications: Half of the funds will be paid out of budgeted dollars and half will be paid by federal Covid grant.	
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 _____



LiveStories (geocko, inc.)
 (EIN: 45-4960283)
 P.O. Box 12242
 Seattle, WA 98102
billing@lifestories.com

Create Date:	6/22/2021	Prepared By:	Douglas Macy
Quote Expiration:	7/31/2021	Email:	Success@LiveStories.com
Contract Start Date:	8/01/2021	Phone:	800-819-9785
Contract End Date:	7/31/2023	Contract Term:	2 Years
Billing Frequency:	Annual	PO Number:	

Customer Information:

Contact Name	Colton Anderson	Bill To Name	Chisago County Public Health
Email	colton.anderson@chisagocounty.us	Bill To Address	6133 402nd Street North Branch, Minnesota 55056
Phone	(651) 213-5231		

Product Description:	Quantity	Price/yr	Term	Total Price
Seat of LiveStudio Amplify Plan	1	\$5,000.00	2 Years	\$10,000.00
Sub-Total				<u>\$10,000.00</u>
Multi-year Discount for 2 year contract	35.0%	(\$3,500.00)		<u>(\$3,500.00)</u>
Sales Tax	0%			\$0.00
Grand Total				\$6,500.00

Thank you for being a LiveStories customer! This Subscription Agreement ("Agreement") is entered into between LiveStories (geocko, inc.), with its principal place of business at P.O. Box 12242 Seattle WA 98102 ("LiveStories"), and you, the entity identified above ("Customer"), as of the Contract Start Date. This agreement incorporates the LiveStories [Terms of Service](http://www.lifestories.com/terms-of-service) (www.lifestories.com/terms-of-service). By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the LiveStories Terms of Service. Each party's acceptance of this Agreement is conditional upon the others acceptance of the terms in the Agreement to the exclusion of all other terms. Your contract shall automatically renew for successive one (1) year terms, unless and until either party provides written notice of its intent to terminate at least thirty (30) days prior to the end of the then-current term. Send written notice to Success@LiveStories.com. Make checks payable to: geocko, inc. Upon signed acceptance of this agreement, payment in full is due NET 30.

Signatures:

Customer	LiveStories (geocko, inc.)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM AND EXECUTION:

By: *Grant Reet*
 Chisago County Attorney Date: 10/30/2021

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
July 7, 2021**

TAB #7

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 6/23/2021 \$647,503.55

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

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, June 16, 2021**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, June 16, 2021 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka, Robinson. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath and County Attorney Janet Reiter.

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

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

On motion by Montzka, seconded by Dunne, the Board opened the Road and Bridge Committee of the Whole at 6:31 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

The Board was given updates on the current projects of the Public Works Department from County Engineer Joe Triplett read by Chase Burnham from 6:31 p.m. to 6:37 p.m. *No action was taken.*

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

On motion by Greene, seconded by Montzka, the Board moved to close the Road and Bridge Committee of the Whole at 6:37 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – Prof. Agmt with Collins Engineering
- 3.) R&B Committee Recommendation – Prof. Agmt with Braun Intertec
- 4.) R&B Committee Recommendation – Award & Approval of 2021 Crack Seal Project
- 5.) Minutes from the June 2, 2021 Regular Meeting
- 6.) Payment of County’s Warrants and Miscellaneous Bills

7.) Renewal of Liquor, Wine, Club or 3.2% Licenses

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

On motion by Greene, seconded by Dunne, the Board moved to accept the Environmental Services/Zoning Director's Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

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

On motion by Greene, seconded by Robinson, the Board moved to accept the June 15th Budget and Finance Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to accept the June 9th Personnel Committee Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to approve the engagement letter with Baker Tilly for American Relief Plan services, subject to County Attorney approval as to form. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to approve the State of Minnesota Department of Human Services County Grant Contract for Fraud Prevention Investigation. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to appoint Mr. Douglas Toavs to the vacancy on the Comfort Lake Forest lake Watershed District. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the License Applications for 1 Day to 4 Day Temporary On-Sale Liquor License for the Franconia Sculpture Park. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the Knights of Columbus' resolution to conduct a raffle at their event on January 6, 2022.

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

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

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

On motion by Greene, seconded by Montzka, the Board adjourned the meeting at 7:25 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

Chris DuBose, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

Chisago County Request for Board Action

Meeting Date: April 21, 2021	Item Number: 9
Title of Item for Consideration: Application to Conduct Off-Site Gambling – Stacy Lions Club	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: Applied for same permit March 4, 2020.	
Background: The current application is from the Stacy Lions Club, so that the applicants can conduct a lawful raffle on August 21, 2021. The Stacy Lions Club is a non-profit organization.	
Attachments: - LG230 Application to Conduct Off-Site Gambling – Stacy Lions Club - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Stacy Lions Club's application to Conduct a raffle at their event on August 21, 2021. The recommended motion is as follows;	
<i>“Move to approve the Stacy Lions Club’ resolution to conduct a raffle at their event on August 21, 2021.”</i>	
Implications of Action: Approving tonight’s action would allow the Stacy Lions Club to raise money for its non-profit organization and its activities.	
Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County.	
Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: Stacy Lions Club License Number: [REDACTED]

Address: P.O. Box 1 City: Stacy, MN Zip: 55079

Chief Executive Officer (CEO) Name: Steve Burvee Daytime Phone: [REDACTED]

Gambling Manager Name: Kurt Driver Daytime Phone: [REDACTED]

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 08 / 21 / 21 to 08 / 21 / 21

Check the type of games that will be conducted:

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

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Lent Town Hall

Street address and

City (or township): 33155 Hemingway Ave, Lent Township Zip: 55079 County: Chisago

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- ☐ **Yes** If yes, a lease is not required.
- ☒ **No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$0.00 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____ Date Approved by City Council: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of City Personnel: _____ Title: _____ Date Signed: _____	County Name: <u>Chisago</u> Date Approved by County Board: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of County Personnel: _____ Title: _____ Date Signed: _____ TOWNSHIP NAME: _____
Local unit of government must sign.	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

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

Date _____

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

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

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

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Chisago County Board of Commissioners

RESOLUTION NO. 21/0707-X APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT OFF- SITE GAMBLING – STACY LIONS CLUB

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 Lent Town Hall located at 33155 Hemingway Ave. Lent Township MN 55079.

CHISAGO COUNTY
BOARD OF COMMISSIONERS
July 7, 2021

TAB # 10

Renewal of Liquor, Wine, Club or 3.2% Licenses License

- Hillcrest R.V. Park

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

Chisago County Request for Board Action

Meeting Date: July 7, 2021	Item Number: 11
Title of Item for Consideration: New Lease for Postage Meter Equipment – Auditor/Treasurer's office and Sheriff's Office	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: The Auditor/Treasurer's office currently has a lease with Pitney Bowes for the Courthouse postage meter equipment. That lease will expire on July 19, 2021. Also, the Sheriff's office would like to obtain a new postage meter since they now have their own location. We have been working with Andrew Mahowald, Captain at the Sheriff's office. We have obtained the following quotes for replacement of the Auditor/Treasurer's office equipment and a new unit at the Sheriff's office: Auditor/Treasurer: • Pitney Bowes – SendPro 2000 with WOW scale - \$309.13/month • Neopost – IX-7 with dynamic scale - \$309.70/month Sheriff: • Pitney Bowes – SendPro C (manual feed) - \$73.33/month • Neopost – IX-5 (auto feed) - \$143.12/month Attachment(s): • Purchase Order and new 60-month lease	
Action Requested/Recommended: The County Board is respectfully requested to approve the above-denoted leases with Pitney Bowes for both departments and authorize Bridgitte Konrad to sign the lease documents. The following motion is suggested; <i>“Move to approve the leases with Pitney Bowes for the Auditor-Treasurer and Chisago County Sheriff's Office and authorize Bridgitte Konrad to sign the lease documents.”</i>	
Implications of Action: This equipment is necessary to process all mailings for the Chisago County Courthouse and Sheriff's Department. Budget/Financial Implications: This is a budgeted expense and falls within the approved expense budget. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

Approve

CAB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



State and Local Fair Market Value Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

COUNTY OF CHISAGO

416005772

Sold-To: Address

313 N MAIN STRM 274, CENTER CITY, MN, 55012-9663, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Kim Doherty

6512138546

0016493015

Bill-To: Address

313 N MAIN STRM 274, CENTER CITY, MN, 55012-9663, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Kim Doherty

6512138546

0016493015

kim.doherty@chisagocounty.us

Ship-To: Address

313 N MAIN STRM 274, CENTER CITY, MN, 55012-9663, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Kim Doherty

6512138546

0016493015

PO

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FW1	Differential Weighing Feature
1	1FWW	10lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA1	50 Dept Analytics
	APAS	Sendpro P2000/500W GCS Identifier
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P2000 Basic (145/70LPM)
1	CAAA1	Bronze Cost Accounting for PSeries
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MP0X	Differential Weigh 2, 5, & 10lb scale

1	MSD1	10in Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDLSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 309.13	\$ 927.39

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 () Purchase Power® transaction fees included
 (X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at <http://www.pb.com/statelocalmyterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Kelly George	kelly.george@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

State and Local Fair Market Value Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

Chisago County Sheriff's Office e

464989387

Sold-To: Address

15230 Per Rd, Center City, MN, 55012-7726, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Kim Doherty

6512138546

0018450345

Bill-To: Address

15230 Per Rd, Center City, MN, 55012-7726, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Andrew Mahowald

651-213-6303

0018450345

andrew.mahowald@chisagocounty.us

Ship-To: Address

15230 Per Rd, Center City, MN, 55012-7726, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Andrew Mahowald

651-213-6303

0018450345

PO

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C425	SendPro C425
1	CAAB	Basic Cost Accounting
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale

1	MP8110	SendPro C Series Scale Upgrade
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWM	10lb/5kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 73.33	\$ 219.99

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 () Purchase Power® transaction fees included
 (X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at <http://www.pb.com/statelocalfmvterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Kelly George

kelly.george@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Chisago County Request for Board Action

Meeting Date: July 7, 2021	Item Number: 12
Title of Item for Consideration: Veterans Service Office Operational Enhancement Grant Program Grant Agreement	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of a Grant Contract for \$12,500 through June 30, 2022.	
Background: The Chisago County Veteran's Services Office receives a grant from the Minnesota Department of Veterans Affairs. The grant amount of \$12,500 is based on the Veteran population of 4,221 in Chisago County. While no local funding match is required, County Board approval via resolution is requested to accept the grant. The purpose of the grant is to: - provide outreach to county veterans - assist in reintegration of combat veterans into society - collaborate with social services, educational institutions and other community organizations to enhance services offered to veterans - reduce homelessness among veterans, and - enhance operations of the County Veterans Services Office Attachment(s): - County Veterans Service Office Operational Enhancement Grant Program Grant Agreement - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the County Veterans Service Office Operational Enhancement Grant Program Grant Agreement. The suggested motion is as follows: <i>"Move to approve the County Veterans Service Office Operational Enhancement Grant Program Grant Agreement."</i>	
Implications of Action: Board approval at tonight's meeting will authorize the County to accept the Veterans Service Office Enhancement Grant Program funds.	
Budget/Financial Implications: Allows for the use of grant money from the Minnesota Department of Veterans Affairs.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	

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



GRANT AGREEMENT

2. Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Conduct this grant only as authorized under Minnesota Statute 197.608, Subd.4. This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to Veterans from other agencies or organizations.
- 2.3 Conduct the CVSO Operational Enhancement Grant Program ("Program") by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, which is attached and incorporated into this grant agreement. If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, they must submit an email request to the State Authorized Representative listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from State Authorized Representative.
- 2.4 Comply with the requirements as specified in the MDVA Grants Manual (Rev. 6), Attachment B, which is incorporated into this grant agreement by reference and available on the MDVA Website – Grants Page: <http://mn.gov/mdva/resources/federalresources/grants/>). In the event that any provision of the MDVA Grants Manual (Rev. 6), Attachment B, is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.5 Upon executing the grant agreement, the Grantee must submit to the State for approval:
 - 2.5.1 A Conflict of Interest Disclosure Form (page 1 only) for Grantee staff members with fiscal and/or programmatic responsibilities for administering the grant as required in the MDVA Grants Manual (Rev. 6), Attachment B;
 - 2.5.2 The current annual County Budget for the CVSO Program, a sample of which is attached and incorporated into this grant agreement as Attachment C; and
 - 2.5.3 A County Board Resolution, a sample of which is attached and incorporated into this grant agreement as Attachment D.
- 2.6 If at any time during administering the grant, a personal or professional conflict of interest situation becomes apparent, the Grantee shall disclose that conflict immediately to the State Authorized Representative in writing as provided for in the MDVA Grants Manual (Rev. 6), Attachment B, to determine if corrective action is necessary.
- 2.7 Upon the conclusion of this Project, the Grantee must close out the grant as specified in the MDVA Grants Manual (Rev. 6), Attachment B to the satisfaction of the State, in order to account for all grant funds expended. Grantees must document expenditures using the CVSO Budget Expenditure Spreadsheet, Attachment E, in Excel format, a sample of which is attached and incorporated into this grant agreement. Grant expense supporting documentation (e.g. invoices and receipts) must be retained on-file and must be made available to the State Authorized Representative upon request.
- 2.8 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.9 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grant Manual (Rev. 6), Attachment B, including a final inspection upon grant completion.

3. Time

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

4. Consideration and Payment

4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

- 4.1.1 **Compensation.** The Grantee will be paid an Advanced Payment lump sum of **\$TOTAL_DOLLARS»** and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A.
- 4.1.2 **Travel Expenses.** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The total travel budget may comprise all or a portion of the Total Obligation. The Grantee will report all travel-related expense on the Travel Log (as provided in the MDVA Grant Manual (Rev. 6), Attachment B) in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Travel and subsistence expenses incurred outside Minnesota is allowed, when necessary for the accomplishment of routine tasks (e.g. transporting Veterans to medical appointments, attending conferences etc.) related to the CVSO work.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$«FY2020_TOTAL_DOLLARS», (DOLLARS_SPELLLED_OUT» DOLLARS.)**

4.2 Payment

- 4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment upon execution of this grant agreement.
- 4.2.2 **Eligible Costs.** In order to be eligible for grant funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant Minnesota Statutes §197.608, as amended by Minnesota Laws 2019 1st Special Session, Chapter 10, Article 1, Section 37, Subdivision 2 and this grant agreement.
- 4.2.3 **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's duties, and shall promptly return to the MDVA any funds greater than \$25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 20 business days of the end of the grant period, whichever comes first.

4.3 Contracting and Bidding Requirements.

- 4.3.1 Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- 4.3.2 Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

- 4.3.3 Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- 4.3.4 The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- 4.3.5 The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- 4.3.6 The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.3.7 Notwithstanding 4.3.1 – 4.3.4., the State may waive bidding process requirements when:
- 4.3.7.1 Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; and
- 4.3.7.2 It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- 4.3.8 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. A prevailing wage form should accompany these bid submittals.
- 4.3.9 The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>
- 4.3.10 The Grantee will record all contract and bidding quotes according to the bidding threshold specified above on the Contract and Bidding Log Sheet, as provided in the MDVA Grants Manual (Rev. 6), Attachment B, and submit this record with the Final Report (as applicable).

5. Conditions of Payment

All services provided by the Grantee under this grant agreement 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, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound by the MDVA Grant Manual, (Rev. 6), Attachment B, as provided by the State.

6. Authorized Representative

The State's Authorized Representative is **Liz Kelly**, Grants Specialist, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12th Street, St. Paul, Minnesota 55155, 651-201-8225, liz.kelly@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement.

The Grantee's Authorized Representative is «FName» «LName», CVSO, «County» County, «ADD1», «ADD2», «City», «State», «Zip», «Business_Phone», «Email», or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

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

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

8. Liability

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

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 agreement 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 agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Intellectual Property

- 10.1 **Definitions.** For the purpose of this Section, the following words and phrases have the assigned definitions:

- 10.1.1 "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 Contract.

- 10.1.2 “Pre-Existing Intellectual Property” means intellectual property developed prior to or outside the scope of this Grant Agreement, and any derivatives of that intellectual property.
- 10.1.3 “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 Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes Documents.
- 10.2 **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 agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee’s response to the request shall comply with applicable law.
- 10.3 **Intellectual Property Rights**
- 10.3.1 **Intellectual Property Rights.** The State owns 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 agreement*. The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the works and documents.
- 10.3.2 **Obligations**
- 10.3.2.1 **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 agreement, the Grantee will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.
- 10.3.2.2 **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 State, 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.
- 10.3.2.3 **Indemnification.** Notwithstanding Clause 8, the Grantee will 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 the 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.

11. Copyright.

The Grantee shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Grant Agreement.

12. 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.

13. Publicity and Endorsement

13.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the Minnesota Department of Veterans Affairs, and list MDVA as a Sponsor on the Grantee's website when practicable.

13.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

14. Governing Law, Jurisdiction, and Venue

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

15. Termination

15.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee may be required to return to the MDVA any funds provided to Grantee in advance, determined on a pro rata basis from the date of termination.

15.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, 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. If the Grantee does not commence the grant project within six (6) months of the effective date of this grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.

15.3 Termination for Insufficient Funding. The State may immediately terminate this grant agreement if:

15.3.1 It does not obtain funding from the Minnesota Legislature;

15.3.2 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 grant agreement 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.

16. 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.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE - «COUNTY» COUNTY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

ATTACHMENT A CVSO Grant - Items Approved/Disapproved – FY2021

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

Expenses must be incurred (e.g. invoice date/service period) before the end of the grant period (June 30, 2021)

EQUIPMENT & SUPPLIES

Monitors and Dual monitor video cards	Teleconferencing equipment
Laptops/Tablet PC's/I-Pad (including accessories)	Paper shredders or shredding contracts
Personal computers - Desktop	TV /DVD combinations
Printers/Scanners	Mobile broadband data access device/Hotspot
Phone & Internet Service/Cellular Phones/Smart Phones/Headsets – (extended year calling plans or maintenance not allowed)	Fax machines and installation of initial phone line
Photo copiers (or 12 month lease) (Including user maintenance agreements.)	Cell Phone Repeater (and installation)
Digital Video Recorders, Cameras , Projectors – LCD/DLP	Office Supplies related to administering the CVSO grant (e.g. copy paper, toner cartridges, ink cartridges, label printers and supplies etc.).
Office Furniture that <u>is necessary</u> and is directly related to computerization and organization efforts (required furniture for newly purchased equipment such as computer desk, printer stand, scanner table, etc. or other items to increase organization like filing cabinets, etc.). Office Furniture that <u>is necessary</u> and is directly related to *new/increased staffing (desk, chair, cubicles, etc.). Note: Locking filing cabinets, sit/stand desk accessories and new furniture to accommodate Veterans' visits in VSO office OK anytime.	

COMPUTER SOFTWARE, TRAINING & REFERENCE MATERIALS

Extended Warranties/extended maintenance contracts – on equipment and related software <u>purchased during current grant cycle only</u> . (1 year max)	Veterans Information/Case Management Systems and Software (Including user maintenance agreements.) Reference Materials (Medical dictionaries, VA rules and regulations manuals, etc.).
CVSO Trainings/Webinars • * NACVSO Accreditation/CEU/CVA Training (Transportation, Lodging and Registration only) • Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO/ACVSO. (Must be pre-approved) • Admin Staff Training MACVSO Assistant and Secretaries Conference * Allowed for CVSOs and ACVSOs who are qualified under MS 197.601 .	

MARKETING



LinkVet Logo is required for all marketing and promo items. The smaller, modified logo may only be used for small promo items (e.g. pen)

minnesotaveteran.org | 1-888-LinkVet (546-5838)

Marketing Expenses Display Boards, Radio Airtime, TV Airtime, Newspaper Ads, Billboards, CVSO Staff & Volunteer Drivers shirts & jackets

Publicity Items (*Magnets, Brochures, holiday cards, Challenge Coins – must include reference to LinkVet*) up to a maximum of **15% of the annual CVSO grant amount.** (e.g. Total Grant Amount \$7,500 = \$1,125 publicity items.)

MISCELLANEOUS

Salary Expenses for new, increased CVSO staff that provide direct services to Veterans... not eligible when replacing retired CVSOs.

Note – Salaries for new, increased staff may also be applied to CVSO grant in subsequent years.

VETERANS SERVICES

Payments made to a third party on behalf of a Veteran, their survivors or their dependents, such as mortgage, rent, auto loans, insurance, credit cards, etc. without prior State approval only.

Veteran Homelessness

- Expenses related to the goal of reducing Veteran homelessness (*Must be MDVA pre-approved*).
- Supplies for Homeless Vets (e.g. backpacks)

Transportation expenses related to the transport of Veterans needing to access their benefits (Including van/vehicle purchases/lease for this primary purpose, maintenance, fuel, etc.)

Medical Expenses

- To pay for 2nd opinions on previously denied VA disability claims.
- Assisted listening devices

“Outreach” Expenses such as benefits fairs, town halls and seminars are allowed for events when CVSO staff are physically present to handout Veteran information and answer Veteran’s questions. (*Refreshments & food over \$500.00 must be pre-approved*)

Returning Service Member Reintegration

- Including travel expenses to official reintegration events
- Veteran Trainings/Webinars

Veteran Medallions

- **Veteran Medallion Samples (VA Marker)** (three sizes) to display in the office
- **Veteran Cemetery Markers/Flag Holders** (Replacement of damaged/stolen MDVA supplied)
- **Veteran Cemetery Markers/Flag Holders** (New for Veterans not eligible for MDVA supplied)

Gift Cards (gas, food, bus, hotel etc.) All Gift Card purchases applied to a grant in a given year must be logged on the Gift Certificate Log and be distributed to Veterans within the same grant period.

CVSO Staff Meals related to official CVSO travel is allowable as specified in Chapter 15 – Expense Reimbursement per the State’s “Commissioner’s Plan” located at MMB Website. <https://mn.gov/mmb-stat/000/az/labor-relations/commissioners-plan/contract/commissioners-plan-accessible.pdf>

Expenses related to the collaboration with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.

Note: A detailed Account Activity Statement including 1) Veteran Name, 2) Total Dollars, 3) Payee info and 4) Description is required for the Final Closeout Report.

***NOTE:** The maximum purchase price for certain items does NOT include tax or shipping charges.

Items Not Approved:

- Direct cash assistance payments to Veterans, their survivors or dependents.
- Donations & Sponsorships (including donations to Veteran Service Organization events)

Attachment B

MDVA Grant Manual Rev. 6 (available on the MDVA Website - Grants Page:
<https://mn.gov/mdva/resources/federresources/grants/>)

Attachment C

County Budget EXAMPLE - County Veteran Service Office Program

12/13/18 10:27AM *** COUNTY ***
 01 FUND GENERAL REVENUE FUND USER- SELECTED BUDGET REPORT
 Report Basis: Cash



<u>Account Number</u>		<u>Account Description</u>	<u>2019 BUDGET</u>	<u>Spent Year To Date Mo. 01 - 12</u>
121	DEPT	Veterans Service Officer		
01-121-000-0000-6103		Salaries- Full Time	68,126	0
01-121-000-0000-6150		Life Insurance	48	0
01-121-000-0000-6153		Health Insurance	10,200	0
01-121-000-0000-6163		Pera- Employer	5,100	0
01-121-000-0000-6175		Fica- Employer	5,100	0
01-121-000-0000-6201		Telephone	800	0
01-121-000-0000-6202		Postage	318	0
01-121-000-0000-6225		Veterans Rides	22,500	0
01-121-000-0000-6240		Advertising/Notices/Subscriptions	1,250	0
01-121-000-0000-6241		Conf. Exp/Regs/Trng/Dues	665	0
01-121-000-0000-6262		Data Proc. Serv. & Support	1,000	0
01-121-000-0000-6330		Travel Expenses - Mileage	2,355	0
01-121-000-0000-6331		Lodging & Parking	1,500	0
01-121-000-0000-6335		Meals - Taxable	200	0
01-121-000-0000-6340		Rentals & Service Agreements	52	0
01-121-000-0000-6401		Office Supplies	250	0
01-121-558-0000-5302		OUTREACH & OPERATIONS GRANT	7,500	0
01-121-558-0000-6240		Advert/Legal Notices/Subsc.	3,000	0
01-121-558-0000-6260		Prof.&Tech.Services	4,500	0
DEPT	121	Veterans Service Officer		
		Revenue	7,500	0
		Expend.	126,964	0
		Net	119,464	0
FUND	01	GENERAL REVENUE FUND		
		Revenue	7,500	0
		Expend.	126,964	0
		Net	119,464	0
Final Totals				
		Revenue	7,500	0
		Expend.	126,964	0
		Net	119,464	0

Copyright 2010- 2017 Integrated Financial Systems

Attachment D

County Board Resolution EXAMPLE

RESOLUTION OF ABC County

BE IT RESOLVED by ABC County that the County enter into the attached **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program**. The grant must be used to provide outreach to the county's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county Veterans service office, as specified in Minnesota Statutes 197.608 and Minnesota Laws 2019, 1st Special Session, Chapter 10, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by the ABC County that John Smith the County Veteran Service Officer be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at a monthly meeting of the County Board Chair this second day of August, 2019.

Board Chair Signature

Authorized Signature and Title

August 2, 2019

Date

STATE OF MINNESOTA

ABC County

I, Clerk Name, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the County Board of said ABC County, that I have compared the above resolution with the original passed and adopted by the County Board of said ABC County at a monthly meeting thereof held on the first Thursday of August, 2019 at 7:30 pm that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this first Thursday of August, 2019, and have hereunto affixed the seal of the County.

Clerk Signature Authorized Signature and Title

Attachment E – Sections One and Two

Final Report & Budget Expenditure Spreadsheet

	A	B	C	D	E	F	G	H	I
1									
2	Date: _____								
3	County Name: _____								
4	CVSO Representative Name: _____								
5	Reported Grant Expenditure Amount: \$ _____								
6	Grant Period: FY2020								
7	SECTION ONE - CVSO Final Report/Summary Statement								
	Grant Expenditure Summary Statement In 1-2 paragraphs, please describe the background/context for this years' CVSO grant expenditures. For instance: • Do the County's grant expenditures address a particular "gap" in services to Veterans unique to your County? • Are your expenditures related to new programming this year?								
8	• Are there other significant "gaps" in services unique to your County?								
9									
10									
11	SECTION TWO - CVSO Metrics								
12	1. Total number of Full-time (% FTE) CVSO Staff (filled): _____								
13	2. Total number of Full-time (% FTE) CVSO Staff (open): _____								
14	3. Total County CVSO Program Budget: _____								
15	4. Total Number Veteran/Family Office Visits (inc. Phone mtgs): _____								
16	5. Total Number Veteran/Family Outreach Events (CVSO Staff Must Be Present): _____								
17	6. Approximate Total Number Veterans served at Outreach Events: _____								

Attachment E - Section Three – Example Final Report & Budget Expenditure Spreadsheet

A	B	C	D	E	F	G	H	I	
1	Budget Expenditure Spreadsheet Example								
2	Date grant was executed (last signature on Grant Agreement) on: 9/17/2019								
3	Date grant was "live" (60-day rule - Legislative Grants Only) on: 7/19/2019								
4	<i>I certify that all invoice(s) dates/service & payroll period(s) are ON or AFTER the grant "live" date. Yes ___ No ___ (If questions, contact Grant Administrator)</i>								
5	Enter each individual invoice/receipt expenditure separately. Add rows as needed and adjust the Excel formulas.								
6	BUDGET CLASS	Budget Category (e.g. Publicity, Travel, Equipment etc.)	Budget Item (e.g. Star Tribune, Apple Store, Office Max.)	Vendor/ Business Name (e.g. Star Tribune, Apple Store, Office Max.)	Invoice Date or Service Dates (must be "on" or "after" grant "live" date above)	Was LinkVet printed/ referenced?	Invoice Number (if applicable)	Total Expenditures (e.g. Receipts)	TOTAL EXPENDITURES by Budget Category (to Date)
8	ADMINISTRATION	Office	Information Management	Vetra Spec	8/15/2019		# 6588231	\$ 750.00	\$ 750.00
9									
10	OPERATIONS	Advertising	Newspaper Advertising	Star Tribune	12/1/19 - 6/30/20	Y	# 3405	\$ 4,050.00	\$ 9,702.89
11		Advertising	Newspaper Advertising	Pioneer Press	9/1/19 - 12/31/19	Y	# 41994	\$ 1,080.00	
12		Equipment	Apple iPhone and MacBook	Office Max	3/22/2020		# 7723489	\$ 1,294.00	
13		Travel	(See Travel Log for individual expenditures)					\$ 2,578.90	
14		Office Furniture (New employee)	Desk & chair	Best Buy	9/4/2019		# 21336008	\$ 699.99	
15	SUPPORT SERVICES	Veteran Services & Events	Veteran Transportation to Medical Appointment	Rainbow Rider, Inc	7/19/19 - 6/30/20 (pro-rated)		# 402	\$ 897.21	\$ 1,486.21
16			Homeless Veteran Lodging (2 nights)	Super 8 Hotel	12/1/19 - 12/2/2019		# 76990	\$ 386.68	
17			Veteran Booth	_____ County Fair	3/15/2020 - 3/30/2020		# 25	\$ 202.32	
18	SUB-TOTAL							\$ 11,939.10	\$ 11,939.10
19	Difference Paid by the County							\$ (1,939.10)	\$ (1,939.10)
20	Column Total		Column Total					\$ 10,000.00	\$ 10,000.00

**Chisago County
Board of Commissioners**

**VETERANS SERVICE OFFICE OPERATIONAL
ENHANCEMENT GRANT PROGRAM GRANT
AGREEMENT**

**RESOLUTION NO: 21/0707-XX
VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT
PROGRAM GRANT AGREEMENT**

BE IT RESOLVED by the Chisago County Board of Commissioners that the County enter into the attached Grant Contract with the Minnesota Department of Veteran's Affairs to conduct the following program: **COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM.** The grant must be used to provide outreach to the County's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the County veterans service office, as specified in Minnesota Statutes 197.608 and Minnesota Laws 2017, Chapter 4, Article 1, Section 38, Subdivision 2. This Grant should not be used to supplant or reduce other funding.

BE IT FURTHER RESOLVED by Chisago County that Bryan Brown, the County Veterans Service Officer, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

Chisago County Request for Board Action

Meeting Date: July 7, 2021	Item Number: 13
Title of Item for Consideration: Cooperative Weed Management Area Grant Amendment	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: On May 6, 2020, Chisago County and the Chisago County Soil and Water Conservation District entered into a professional service agreement which provided that the County would provide professional and technical services to the SWCD as necessary for the SWCD to fulfill its performance expectations in a successfully sought and received \$20,000 Cooperative Weed Management Area Grant from the MN Board of Water and Soil Resources.	
Background: Attached is an amended Professional Technical Services Contract between Chisago County and the SWCD for purposes of recognizing an adjusted Cooperative Weed Management Area grant work plan. This is a collaborative grant effort between ESD, SWCD, and Public Works concerning the preparation of a County Cooperative Weed Management Area (CWMA) management plan and identifying, monitoring, and treating targeted invasive species. The work plan has been able to adjust and allow additional financial allocation to the County for treatment efforts, which is the impetus for this minor contract amendment. The reallocations of budgeted moneys for grant activities under initial Workplan with adjustments proposed are designating an added \$5,200 to the County as follows: 1. Budgeted Costs for Inventory Monitoring were originally split jointly between the County and SWCD at \$4000 each. This is being reduced to \$3000 each to allow reallocation of \$2000 to County for Treatment 2. Budgeted costs for Plan Writing were allocated wholly to SWCD at \$4000. This is being reduced to \$800 and the reallocation of the remaining \$3200 to the County for treatment. 3. Budgeted Costs are allocated wholly to County for Partnership Building at \$1,000 4. Budgeted Costs are allocated wholly to County for Treatment at \$5,000 In addition to the adjusted work plan noted above, the final drafting of the Cooperative Weed Management Area (CWMA) management plan has been reviewed and is presented (<i>attached</i>) with recommendation for approval from SWCD and ESD staff. The purpose of the CWMA Plan is to serve as a coordinated approach to management of noxious and invasive weeds in the county. The five (5) objectives within the plan include: - Objective 1: Develop and maintain an inventory. - Objective 2: Priority noxious weeds on County-owned lands (Wild Parsnip, Non-native Phragmites, Other species that become a concern in the county) - Objective 3: Improvement to the weed inspector process. - Objective 4: Gravel Pits - Objective 5: Transition to private land education and control.	
Attachment(s): • Amend. Prof. Tech. Services Contract - Cooperative Weed Management Area Grant	

- Finalized Cooperative Weed Management Area (CWMA) management plan

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approval of the Amended Professional Technical Services Contract with Chisago SWCD and the finalized Cooperative Weed Management Area Management Plan. The suggested motion to approve this action is as follows:

“Move to Approve Amended Professional/Technical Services Contract between Chisago County and Chisago Soil and Water Conservation District for the Cooperative Weed Management Area Grant and Authorize Signature and Approve the Chisago County Cooperative Weed Management Area Management Plan 2021 as presented”

Implications of Action: Recommended Board action authorizes execution of the amended agreement and adjusted work plan and affords added financial resources to the benefit of the County for weed treatment efforts. Approval of the CWMA plan authorizes signatures and full initiation of plan elements moving forward.

Budget/Financial Implications: No County levy funds are programmed for plan implementation; additional grant funds are being allocated to the County.

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 _____

**AMENDED
PROFESSIONAL/TECHNICAL SERVICES CONTRACT BETWEEN
CHISAGO COUNTY AND CHISAGO SOIL AND WATER CONSERVATION DISTRICT**

RECITALS

- A. WHEREAS**, on May 6, 2020, CHISAGO COUNTY, hereinafter referred to as "COUNTY" and the CHISAGO SOIL AND WATER CONSERVATION DISTRICT, hereinafter referred to as SWCD entered into a professional service agreement which provided that the COUNTY would provide professional and technical services to SWCD as necessary for SWCD to fulfill its performance expectations in the Cooperative Weed Management Area Grant; and
- B. WHEREAS**, the Cooperative Weed Management Area Grant Workplan initially allocated \$10,000 of grant monies towards the payment to the COUNTY for professional services provided under the Agreement; and
- C. WHEREAS**, costs incurred by SWCD in plan writing and inventory monitoring were \$5,200 less than the allocation approved in the Cooperative Weed Management Area Grant Workplan for plan writing and inventory monitoring under the grant; and
- D. WHEREAS**, the Board of Soil and Water Resources has approved a reallocation of \$5,200 grant moneys toward treatment services that will be performed by the COUNTY's Public Works Department under the professional services agreement.
- E. WHEREAS**, it is appropriate that the COUNTY and SWCD enter into an amended professional services agreement to recognize the approved reallocation and to utilize already approved and awarded grant funds to carry-out grant objectives of treatment services.

AMENDED TERMS AND CONDITIONS

1 Parties

This AGREEMENT is made and entered into by and between the CHISAGO SOIL AND WATER CONSERVATION DISTRICT, a subdivision of state government organized under MN Statute 103C with a regular place of business at 38814 Third Avenue North Branch, MN 55056 hereinafter referred to as the SWCD, and CHISAGO COUNTY with a regular place of business at 313 N. Main Street Center City, MN 55012 hereinafter referred to as the COUNTY.

2 Purpose

This Agreement sets forth the professional services to be provided by the COUNTY (Public Works and Environmental Services Departments) to the SWCD for the Cooperative Weed Management Area Grant Work Plan (see attached), hereinafter referred to as the WORK PLAN, which is incorporated into this Agreement by reference.

3 Term

- 3.1 **Effective date:** Upon the date of contract execution by both parties and execution of a grant agreement between the SWCD and MN Board of Water and Soil Resources for the Cooperative Weed Management Area grant.
- 3.2 **Expiration date:** Expiration of SWCD's State grant for this Project (expected expiration December 31, 2022).
- 3.3 **Early termination.**
 - 3.3.1 SWCD may terminate this Agreement at its convenience by a written termination notice stating specifically what prior authorized or additional tasks and services it requires the COUNTY to complete. The COUNTY will receive full compensation for all authorized work performed, except that the COUNTY will not be compensated for any part performance of a specified task or service if termination is due to the COUNTY's breach of this agreement.
 - 3.3.2 The COUNTY may terminate this agreement or portion thereof at any time with 30 days written notice, or shorter time if mutually agreed. Both parties are responsible for their respective duties through the date of termination.
- 3.4 **Survival of terms.** The following clauses survive the expiration or cancellation of this agreement: publicity, liability, disposition of work products, employees.

4 SWCD Duties

- 4.1 Compensate the COUNTY per this Agreement on a lump-sum basis. Compensation to the COUNTY shall not exceed \$15,200.00. The financial obligation of SWCD to compensate the COUNTY is limited to sums awarded to SWCD under the Cooperative Weed Management Area Grant and any monetary match required by SWCD as provided in the Cooperative Weed Management Area Grant Agreement, if any.

5 COUNTY Duties

- 5.1 Carry out the tasks outlined for the roles of COUNTY Staff in the WORK PLAN in a timely manner. Only appropriate expenses associated with assigned tasks are compensated under this Agreement.
- 5.2 Follow Project coordination of the SWCD.
- 5.3 Maintain detailed accounting of all hours, financial transactions and in-kind contributions.
- 5.4 Follow policies and procedures in the MN Board of Water and Soil Resources Grants Administration Manual, including but not limited to:
 - 5.4.1 Invoicing SWCD at hourly rates allowable in the "Determining a Billing Rate" section.
 - 5.4.2 Documenting expenses according to the "Time and Effort Documentation" section.
- 5.5 Invoice only for expenses allowed under the WORK PLAN or future modifications of that document.
- 5.6 Annually, or otherwise when requested, provide work progress reports to SWCD. Work progress reports must be organized by tasks as specified by SWCD to facilitate reporting to the State. All data and information provided in these reports shall be considered public.
- 5.7 Provide a minimum of \$5,000 of in-kind contributions, this can be as staff time or supplies as outlined in the WORK PLAN.

6 Disbursement of Compensation

- 6.1 The COUNTY will invoice the SWCD no more frequently than monthly. Payments will be considered at SWCD board meetings.
- 6.2 All payments not disputed in good faith shall be made within 35 days of receipt of invoice.
- 6.3 This is a lump sum "to not exceed" contract. Expenses for each task may vary from the contacted amount, however the total compensation must not exceed the agreed upon total amount.

7 Subcontracts

The COUNTY shall not assign, subcontract or transfer any obligation or interest in the Agreement without the consent of SWCD and pursuant to any conditions.

8 Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this Agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

9 Publicity

Any publicity regarding the subject matter of this Agreement must identify the MN Board of Water and Soil Resources as a sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices.

10 Equipment and supplies

- 10.1 Up to \$5,000 of this contract maybe used by the COUNTY for supplies necessary to perform the tasks in the WORK PLAN.
- 10.2 All Equipment and supplies in excess of \$5,000 necessary to perform the tasks in this agreement shall be provided by the COUNTY without reimbursement, unless allowed in the WORK PLAN budget and approved by SWCD.
- 10.3 Any purchases pursuant to this Agreement will become the property of the entity which issues payment to the vendor for that equipment.

11 Liability

Each party will be responsible for its own acts and behaviors and the results thereof. The COUNTY's liability is governed by the Municipal Tor Claims Act, Minn. Stat. 466.02 (and if the State is a Party, the State's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. 3.736). No Party will be responsible for the acts of the other within the meaning of Minnesota Stat. 471.59, Subd. 1a.

12 Disposition of Work Products

- 12.1 At the time of completion or termination of the work, the COUNTY shall make available to the SWCD and the MN Board of Water and Soil Resources, on request, all maps, tracings,

reports, resource materials and other documents pertaining to the work or to the project. Except as required to fulfill grant agreement requirements, reproduction costs will be the responsibility of the requesting party.

- 12.2 Under Minn. Stat. section 16C.05, the COUNTY's books, records, documents and accounting procedures and practices relevant to the project are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate for a minimum of six years from the end of this Agreement.
- 12.3 All data and information obtained by the COUNTY in the performance of the work herein may be kept and used by the COUNTY at its discretion to the benefit of the public. Neither party will make any intellectual property claim with respect to the data and information.

13 Employees

- 13.1 Nothing herein contained is intended or should be construed to constitute the COUNTY as the agent, representative, or employee of SWCD. Personnel performing Services on behalf of the COUNTY or a subcontractor will not be considered employees of SWCD and will not be entitled to any compensation, rights or benefits of any kind from SWCD.
- 13.2 COUNTY shall maintain compliance with Minn. Stat 176.181, subd. 2, pertaining to worker's compensation insurance coverage.
- 13.3 COUNTY and the SWCD agree to abide by the applicable requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. Violation of any of the above laws can lead to termination of this Agreement.

14 Alterations

Any alterations, variations, modifications or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing and duly signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year signed below.

CHISAGO COUNTY

SWCD

By: _____
Chair of the Board
Chisago County Board of Commissioners

By: _____
Chair of the Board
Chisago Soil and Water Conservation District

Date: _____

Date: _____

Witnessed: _____
Clerk to the Board

Witnessed: _____
District Administrator

Date: _____

Date: _____

Reviewed/Approved:
JANET REITER CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge, Assistant County Attorney

Date: June 18, 2021

Grant Workplan - Cooperative Weed Mgmt. 2020

Grant Title - Chisago County CWMA

Grant ID - C20-7181

Organization - Chisago SWCD
(Revision Approved by BWSR)

Grant Activity - Administration (Budgeted \$1,000)

Description	Chisago SWCD staff time acting as fiscal agent of the grant funds and reporting in eLink.
Category	ADMINISTRATION/COORDINATION

Grant Activity - CWMA Management Plan (Budgeted \$800)

Description	SWCD staff time strategic planning and writing the Chisago County CWMA Management Plan in coordination with County staff.
Category	PLANNING AND ASSESSMENT

Grant Activity - Inventory/Monitoring (Budgeted \$6,000)

Description	County and SWCD staff time spent compiling an inventory of target invasive species in EDDMapS and monitoring prior to treatment.
Category	INVENTORY/MAPPING

Grant Activity - Partnership Building (Budgeted \$1,000)

Description	County staff time spent hosting education events like presentations and workshops for current and future partners (County Association of Township Officials) and private landowners. Begin inviting partners into the CWMA in 2021 after monitoring and treatment has begun.
Category	EDUCATION/INFORMATION

Grant Activity - Treatment (Budgeted \$11,200)

Description	County staff time to conduct and record treatment activities in ISMTrack. Material costs for the treatment of target invasive species.
Category	SPECIAL PROJECTS

Grant Workplan - Cooperative Weed Mgmt. 2020

Grant Title - Chisago County CWMA

Grant ID - C20-7181

Organization - Chisago SWCD
(As Initially Approved By BWSR)

Grant Activity - Administration (Budgeted \$2,000)

Description	Chisago SWCD staff time acting as fiscal agent of the grant funds and reporting in eLink.
Category	ADMINISTRATION/COORDINATION

Grant Activity - CWMA Management Plan (Budgeted \$4,000)

Description	SWCD staff time strategic planning and writing the Chisago County CWMA Management Plan in coordination with County staff.
Category	PLANNING AND ASSESSMENT

Grant Activity - Inventory/Monitoring (Budgeted \$8,000)

Description	County and SWCD staff time spent compiling an inventory of target invasive species in EDDMapS and monitoring prior to treatment.
Category	INVENTORY/MAPPING

Grant Activity - Partnership Building (Budgeted \$1,000)

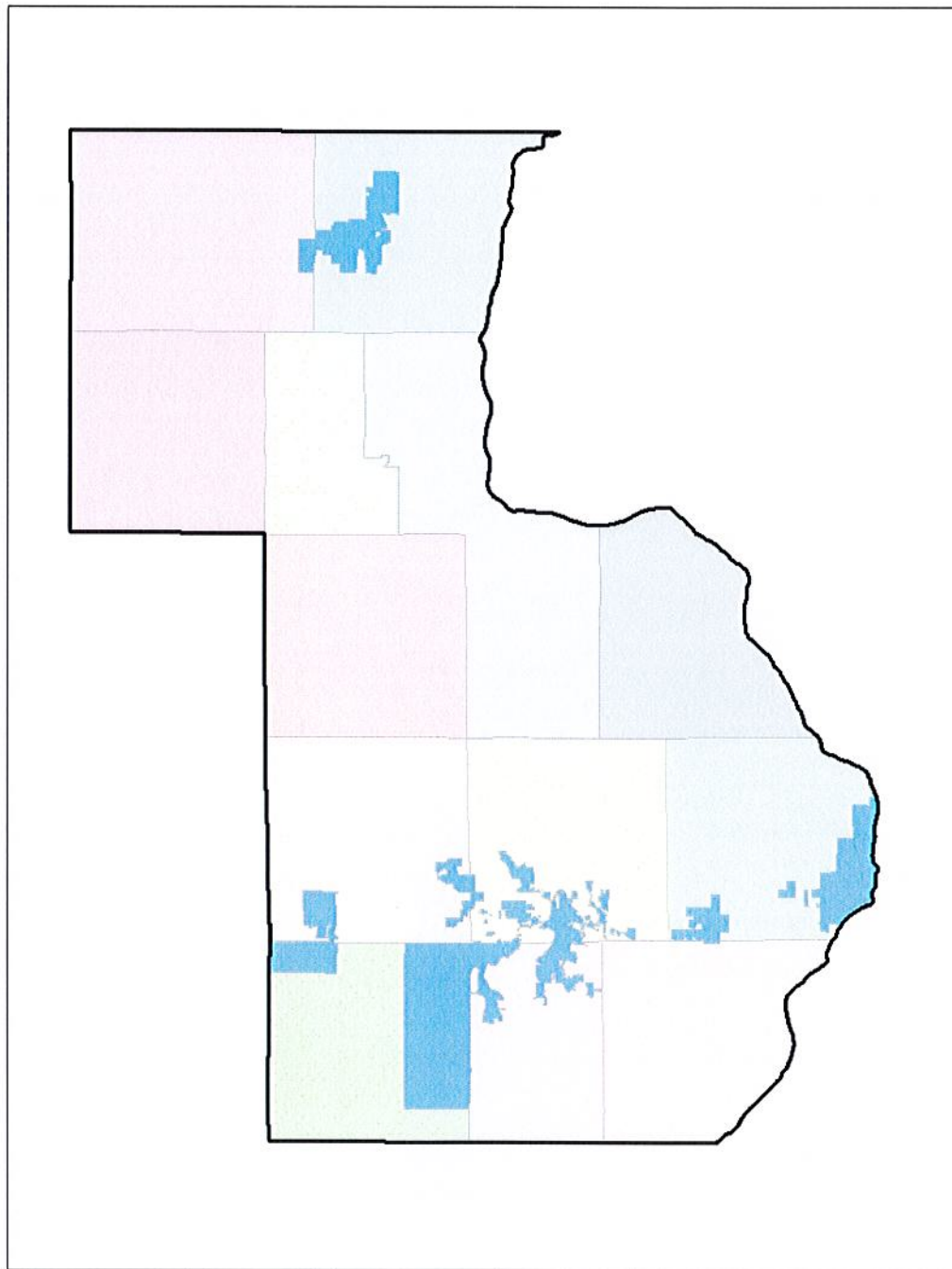
Description	County staff time spent hosting education events like presentations and workshops for current and future partners (County Association of Township Officials) and private landowners. Begin inviting partners into the CWMA in 2021 after monitoring and treatment has begun.
Category	EDUCATION/INFORMATION

Grant Activity - Treatment (Budgeted \$5,000)

Description	County staff time to conduct and record treatment activities in ISMTrack. Material costs for the treatment of target invasive species.
Category	SPECIAL PROJECTS

Chisago County Cooperative Weed Management Area Management Plan

2021



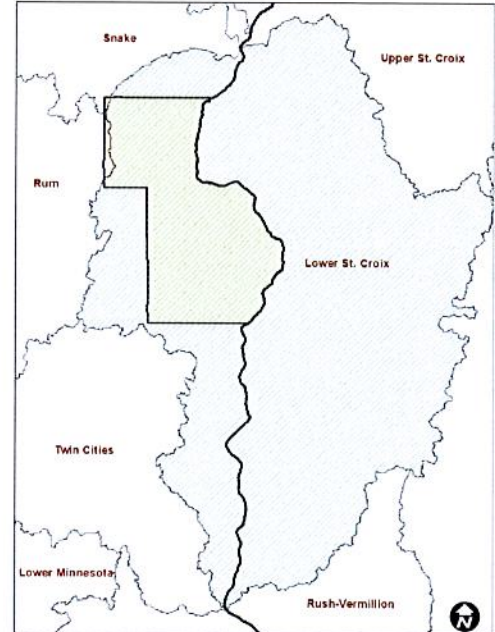
Description of CWMA

The Chisago County CWMA includes all the land within Chisago County. Almost the entire county is within the Lower St. Croix watershed, with very small portions in the Rum and Snake watersheds. The major rivers include the St. Croix and the Sunrise Rivers. Lakes are abundant in the region.

Legal jurisdiction of public lands includes the U.S. National Park Service and the Minnesota Department of Natural Resources. Private lands include farms, cropland, forests, and suburban homesites. The major land uses within Chisago County are agriculture and forest.

The topography was shaped by the last glaciation and the St. Croix River on the eastern border of the county. An escarpment parallels the St. Croix River along most of the border. Glacial deposits of gravel and sand are present. Bedrock can be found at or very near the surface in the Taylors Falls area.

The pre-settlement vegetation of the area was mostly forest, with some small pockets of savannah or prairie. Much of the land has since been cleared for agricultural use. The white pine trees that once covered the area were nearly entirely logged off. The forests are now mostly dominated by hardwood species.



The Chisago Lakes Chain of Lakes, in the southern portion of the county, is impacted by tourism related to lake recreation and fishing. Interstate 35 bisects the county, running north and south. Road authority is divided between the Minnesota Department of Transportation, Chisago County, and various townships.

Purpose of CWMA Management Plan

This management plan is established to serve as a coordinated approach to management of noxious and invasive weeds in the county. It is intended to concentrate available resources and capital towards eradication and control of the noxious weed populations within Chisago County.

CWMA Objectives

1. Objective 1: Develop and maintain an inventory.

Initial mapping of known populations of noxious weeds will be focus of early work. In particular, mapping along County highways will be completed. Adding additional infestations as they are found will be important to maintaining an up-to-date database. Reporting locations of infestations will be a shared responsibility among all members of the CWMA.

2. Objective 2: Priority noxious weeds on County-owned lands.

a) Wild Parsnip

Wild parsnip is a Minnesota prohibited-control species, meaning that the plant must be controlled by preventing the spread and reproduction of the species. Wild parsnip can cause blistering of the skin when the plant sap is exposed to sunlight. In the past several years, wild parsnip has spread rapidly throughout the county, especially along roadways. The focus will be to eradicate or control wild parsnip on all County-owned properties and along all County highways.

Public education handout: Attachment A

b) Non-native Phragmites

Non-native phragmites is a Minnesota restricted species, which means it is widely distributed throughout the state and are detrimental to human or environmental health, the environment, public roads, crops, livestock or other property, but can only be controlled by preventing their spread. Non-native phragmites, in Chisago county, is concentrated in the Chisago Lakes Chain of Lakes watershed. It is much more aggressive than its native cousin and is known for taking over shorelines and displacing native phragmites. This species is a secondary focus for the CWMA as it is not dangerous to human health but negatively affects native semi-aquatic habitat.

Public education handout: Attachment B

c) Other species that become a concern in the county

Weeds listed on the Minnesota Noxious Weed list by the Minnesota Department of Agriculture will be the weeds of concern for the Chisago County CWMA. Of highest concern are the Eradicate species, and then the Control species.

3. Objective 3: Improvement to the weed inspector process.

The first individuals to receive reports of noxious weeds is the township weed inspectors. These individuals receive annual training on identification of noxious weeds. However, there has been almost no participation by township weed inspectors in reporting, citing, or controlling noxious weeds. Meetings will be held to determine how to improve the current process and what is needed to make the weed inspectors comfortable with their responsibility. The Chisago Soil and Water Conservation District will serve as a technical resource for weed inspectors and landowners to help restore sites with infestations. Public education will also be important to future identification and control of noxious weeds.

4. Objective 4: Gravel Pits

Several gravel pits have known infestations of noxious weeds. An inventory of public and private gravel pits will be conducted by County staff to identify what weeds are present and if they are likely to spread through movement of gravel. Priority will be set on the public gravel pit inventory. Weed management plans will be established for individual pits that are found to have noxious weeds present.

5. Objective 5: Transition to private land education and control.

After wild parsnip and other noxious weeds are being treated on County-owned lands, and the weed inspector process has been improved, focus will shift to notifying private landowners of populations of wild parsnip and other noxious weeds on their property. Citations will be issued by the township weed inspectors. Enforcement, as needed, is the responsibility of the County Ag Inspector(s). Technical assistance for landowners is available through the Chisago Soil and Water Conservation District.

Weeds of Concern

Noxious weeds have been introduced to Chisago County from a variety of sources. Transportation routes are a common location throughout the county where noxious weed populations are discovered. Plant seeds can be spread by mowing, which often results in populations found along roadways. Seed can also be transported in gravel, delivering new populations wherever the gravel is dumped. Disturbed areas, including timber landings, rights-of-ways, roadside ditches, and agricultural lands are likely locations for the establishment of noxious weed populations.

The weeds listed on the Minnesota Noxious Weed list by the Minnesota Department of Agriculture will be the weeds of concern for the Chisago County CWMA. Of highest concern are the Eradicate species, and then the Control species, particularly wild parsnip for its dangers to human health and safety. Any changes to the Minnesota Noxious Weed List will be adopted by the CWMA.

The only known infestation of a prohibited-eradicate species in Chisago County is oriental bittersweet and has been treated.

CWMA Policy

1. Commitment to use Integrated Pest Management (IPM)

Principals of the IPM system will be followed for management of noxious weeds. Each infestation will be evaluated based on location, species, impact non-target plants and animals, season, safety, and any other factors of importance. The actual control method to be used on each infestation will be determined based on recommendations from the Minnesota Department of Agriculture and the University of Minnesota.

Pesticide application will be in accordance with label instructions and all safety precautions specified in the material safety data sheets (MSDS) will be followed.

2. Chisago County is a pollinator-friendly county

The affect of treatments to pollinator species will be considered when determining the action plan for a noxious weed infestation. When possible, measures will be taken to minimize impacts to pollinator species.

3. Management priority

The first priority for time and funding will be the eradication of prohibited eradicate noxious weeds. The second priority will be the control and eradication of wild parsnip. Next is the control and eradication of other species on the prohibited control list. If new species that are a threat to human safety are identified, high priority will be given to the management of the species, as determined by the CWMA.

Management priorities may be updated as wild parsnip populations decline.

Chisago County Cooperative Weed Management Area

Action Plan

2021

This action plan will remain in affect until terminated by mutual consent of the agencies involved. A meeting of the involved agencies will be held annually, during the first three months of the calendar year, to develop and modify the action plan.

CWMA Participants

- Chisago County
- Chisago Soil and Water Conservation District

Future potential participants:

- Township weed inspectors
- MN Department of Transportation
- MN Department of Natural Resources
- City officials
- National Park Service
- Chisago Lakes LID

Responsibility and Funding

The following agencies agree to provide:

1. Chisago County Ag Inspectors
 - a. Administration associated with their assigned duties as County Ag Inspectors through the Minnesota Department of Agriculture.
 - b. Biennial reporting and mapping (began in 2018) of wild parsnip and other noxious weeds for the following townships in the county: Wyoming, Franconia, Shafer, Chisago Lake (North and South), Lent, Amador and Sunrise South.
 - c. Coordination of inspection of gravel pits to determine the presence of noxious weeds.
2. Chisago County Public Works Department
 - a. Management of wild parsnip along county highways and other county-owned land, including herbicide application, mowing, and other methods as determined by the CWMA.
 - b. Herbicide for treatment of wild parsnip and other noxious weeds on county-owned property.
3. Chisago Soil and Water Conservation District
 - a. Biennial reporting and mapping (began in 2018) of wild parsnip and other noxious weeds for the following townships in the county: Nessel, Rushseba, Fish Lake, Harris, North Branch, and Sunrise North.
 - b. Technical assistance to the County and to landowners for restoration of noxious weed sites.
 - c. Application for grant funding from various sources.

- d. Compiling and managing map and records of wild parsnip populations and other noxious weed locations.

Proposed Actions

1. Objective 1: Develop and maintain an inventory
 - a. Complete survey and inventory of all county-owned land and county roadside ditches specifically for wild parsnip, and noting any other noxious weeds encountered during survey.
 - b. Report results of inventory to the online invasive species database, EDDMaps.
2. Objective 2: Wild Parsnip on County-owned lands.
 - a. Identify all county-owned properties and county roads.
 - b. Herbicide treatment of wild parsnip populations with metsulfuron-methyl or 2, 4-D during the months of September and October. Follow all label instructions for application rates. Utilize targeted spraying during still conditions to minimize non-target impacts. Early morning and late afternoon applications are best to avoid affecting pollinator species.
 - c. Wear protective clothing and gloves to prevent phytophotodermatitis.
 - d. Do not mow once plants have gone to seed; this will only spread seed.
3. Objective 3: Improvement to the weed inspector process.
 - a. Formal action may be taken on this objective in 2021.
4. Objective 4: Gravel Pits
 - a. Identify all gravel pits within Chisago County.
 - b. Contact owners of gravel pits to schedule a site assessment.
 - c. Conduct inventory of noxious weeds at gravel pits.
 - i. Inventory public gravel pits in 2021
 - ii. Inventory private gravel pits in 2022
 - d. Report results of inventory to the online invasive species database, EDDMaps.
 - e. Create weed management plan(s) for gravel pits where noxious weeds are present.
5. Objective 5: Transition to private land education and control.
 - a. No formal action will be taken on this objective in 2021.

This Management Plan and 2021 Action Plan are adopted by the following agencies involved in the Chisago County Coordinated Weed Management Area:

Chisago County Board

Date

Chisago County – Ag Inspector

Date

Chisago County – Public Works Director

Date

Chisago Soil and Water Conservation District

Date



How to identify Wild Parsnip:

- Grows 4 – 6 feet tall
- Leaves alternate along the stem, and consist of egg-shaped leaflets having saw toothed edges
- Leaflets are yellowish-green, shiny, and oblong
- Bolted stems are erect, and terminate in flat-topped compound flower umbels.
- Umbels are generally 2 – 6 inches wide and contain many small 5-petaled yellow flowers
- Flowers will appear May through late August

Not to be confused with the native look alike plant called the "Golden Alexander" which has distinctively different smooth leaves with fine serrations and flowers in a more loosely and unevenly cluster.

Questions:

Contact Us

Jeff Fertig, Weed Inspector

Phone: 651-213-8378

Email: jeff.fertig@chisagocounty.us

OR

Joe Triplett, County Highway Director

Phone: 651-213-8708

Email: joe.triplett@chisagocounty.us

Website: www.chisagocounty.us



WILD PARSNIP

Control and Safety Protocols



Environmental Services
Department
313 N. Main St., Ste. 240
Center City, MN 55012



Always wear protective clothing!

Prevention & Management

- Protective clothing and gloves should always be worn to avoid skin contact with the toxic plant sap.
- Hand pulling is NOT recommended.
- Rosettes and bolted stems may be killed by using a sharp spade or shovel to sever the tap root 1 to 2 inches below the soil surface.
- Mowing or cutting the base of stands prior to flowering in June will kill a majority of plants and reduce seed production.
- Use a broadleaf herbicide in the early spring or late fall to target plants prior to flowering.

Where is wild parsnip most commonly found?

Wild parsnip is often located in undisturbed areas, including along roadways, pastures, ditches, abandoned fields, and forest edges in areas of sunlight.

"If sap comes in contact with skin, avoid exposure to sunlight, immediately wash skin with soap and water, and seek medical attention."



Skins reaction to contact with plant sap.



Phytophotodermatitis:

When skin comes in contact with plant sap in the presence of sunlight, it can cause severe rashes, blisters, and discoloration of skin. Symptoms may present within 48 hours of exposure.

- *Do not touch contaminated clothing or equipment without gloves.
- *Sap can be transferred to skin through contact.
- *Immediately wash skin with soap and water, and seek medical attention if exposed.

Help stop the spread!

- Clean your gardening or farm equipment and clothing after each use.
- Always rinse down equipment before entering and leaving a recreation site.
- Stay on designated roads and trails.
- Do not remove weeds from an infested area when possible.

Invasive Phragmites in the Chisago Lakes Chain of Lakes Watershed

WHAT IS INVASIVE PHRAGMITES?

(PRONOUNCED FRAG-MI-TEZ)

The Chisago Lakes Area has both native and non-native phragmites. Invasive phragmites is a non-native, semi-aquatic perennial grass. It is known as "Invasive Common Reed." It is tall (reaching up to 15 feet) and densely growing. It is found in wetlands, river bank areas, on shorelines, and in roadside ditches.

WHY IS INVASIVE PHRAGMITES A CONCERN?

Invasive phragmites in the Chisago Lakes Area grows fast and can take over shoreland and wetland areas, push out native vegetation, reduce habitat quality for wildlife, obstruct lake views and block water access. North and South Center Lakes, and Chisago and South Lindstrom Lakes are highly infested with invasive phragmites.

HOW IS INVASIVE PHRAGMITES CURRENTLY CONTROLLED?

Local lake associations are working with the MN Aquatic Invasive Species Research Center (MAISRC), the Chisago Lakes Lake Improvement District and Chisago Soil & Water Conservation District to identify and map occurrences of invasive phragmites and determine long-term ways to treat infestations along shorelines, and in wetland and upland areas in the Chisago Lakes area.

Center Lakes Association and Chisago-Lindstrom Lakes Association are actively working with lakeshore owners to cut stands of invasive phragmites on shorelines and treat with an approved herbicide.

WHAT IF I HAVE INVASIVE PHRAGMITES ON MY SHORELINE?

Contact your local lake association and a representative will visit your lakeshore property, map the location and take a sample to send to MAISRC to confirm if it is native or invasive phragmites. If found to be invasive, the lake association will contact you on how to best treat invasive phragmites. Visit www.maisrc.umn.edu/phragmites-map to see if your property has been identified as infested.

*Information obtained from www.maisrc.umn.edu/phragmites,
www.mda.state.mn.us/plants/pestmanagement/weedcontrol/noxiouslist/commonreed, and
www.merriam-webster.com/dictionary/phragmites.

FOR MORE INFORMATION, CONTACT:

- Center Lakes Association
info@centerlakes.org
- Chisago County Aquatic
Invasive Species
susanna.wilson@chisagocounty.us
651-213-8380
- Chisago County Soil &
Water Conservation
District
casey.thiel@mn.nacdn.net
651-674-2333
- Chisago Lakes Lake
Improvement District
jerry.spetzman@chisagocounty.us
651-213-8383
- Chisago-Lindstrom
Lakes Association
www.clla-lakes.com
- Green Lake Association
www.greenlakechisago.com

Phragmites Seedhead
Caleb Slemmons, National
Ecological Observatory Network,
www.bugwood.org



5510407

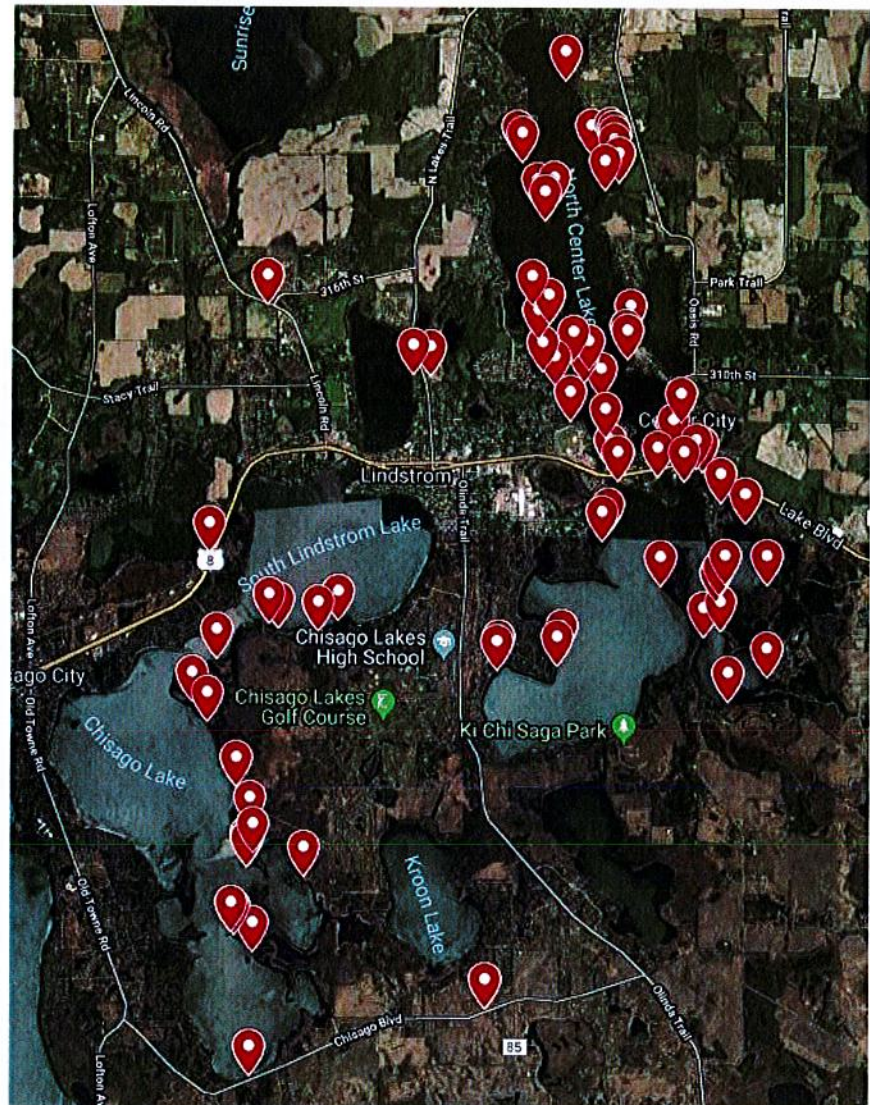
INVASIVE PHRAGMITES INFESTATIONS IN THE CHISAGO LAKES CHAIN OF LAKES WATERSHED

This map shows where infestations of invasive phragmites are located in the Chisago Lakes area, as identified by members of the Center Lakes Association and Chisago—Lindstrom Lakes Association.

For more information on these specific locations, visit the interactive map at www.maisrc.umn.edu/



Phragmites, Caleb Slemmons, National Ecological Observatory Network, www.bugwood.org



For more information, or for help on how to identify invasive phragmites, visit the University of Minnesota at www.maisrc.umn.edu/identifying-phragmites.



U of M, MAISRC, www.maisrc.umn.edu/about-phragmites

IDENTIFYING INVASIVE PHRAGMITES



We can identify invasive phragmites by the plant stem (color and texture), ligule (area where the leaf blade joins the leaf sheath), and plume (seedhead or the plant flowers).

STEMS

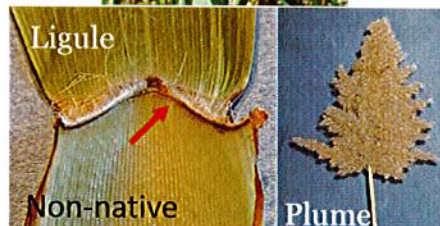
Stems are hollow, ridged, and rough. They lack fungal spots (common on native phragmites). They are green with yellow nodes during the growing season and tan/yellow in the winter. Blades (or leaves) are blue-green, 15 - 20 inches long, and 1 - 1.5 inches wide. They are arranged one side of the stem.

LIGULES

In summer and fall, the ligule looks like a thin, brown to black fine line.

PLUMES

Purple flowers form in early August, golden in late season/winter producing thousands of grayish seeds.



Chisago County Request for Board Action

Meeting Date: July 7, 2021	Item Number: 14
Title of Item for Consideration: Final Design Contract for Design of Local Road System Component of TH 8 Reconstruction Project	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance from SRF Consulting for the final design of the local frontage/backage road system for the TH 8 Reconstruction project. Due to the different funding sources, the work done on the local system needs to be contracted, tracked and paid separate from the work associated with the trunk highway portion of the project. This represents that local system component to the project and will be funded entirely by the 2018 Legislative bonding appropriation the County received. Attachment(s): Contract	
Action Requested/Recommended: The County Board is respectfully requested to approve the Final Design Contract for the Local Road System Component of the TH 8 Reconstruction Project with SRF Consulting. The following motion is suggested: <i>“Move to approve the Final Design Contract for the Local Road System Component of the TH 8 Reconstruction Project with SRF Consulting.”</i>	
Implications of Action: Will allow Public Works to finish design of the local frontage/back road system. Budget/Financial Implications: Design services of this contract are paid for from the 2018 Legislative appropriation without levy funding. 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 CLB	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 SRF Consulting Group, Inc., 2701 Wayzata Blvd., Suite 100, Minneapolis, MN 55416, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of professional/technical services for the professional services for the final design of realignments to local roads from I-35 to Karmel Avenue, in Chisago County as part of the TH reconstruction project; and

WHEREAS, in response to the County's request for proposal, CONTRACTOR has provided the COUNTY with a proposal providing for final design services for the realignments to local roads from I-35 to Karmel Avenue, in Chisago County as part of the TH reconstruction project, and said proposal is attached hereto and incorporated herein as **Attachment A**.

WHEREAS, the CONTRACTOR represents 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 July 7, 2021, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until January 1, 2024, 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 its proposal dated June 15, 2021 and its Work Tasks and Person-Hour Estimates, both of which are attached hereto and incorporated herein as **Attachment A** as one document.
- 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 One Million, Sixty-two Thousand, Two Hundred Fifty and no/100 Dollars (\$1,062,250.00) pursuant to **Attachment A**.
 - B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be

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

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

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

Name: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis 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: Brian C. Johnson, PE, Principal
Company: SRF Consulting Group, Inc.
Address: 3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55416-3791
Telephone: 763-475-0010
E-Mail: bjohnson@srfconsulting.com
Fax:

V. **CANCELLATION AND TERMINATION.**

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

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

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

VIII. **INSURANCE.**

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

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

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

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

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

X. **MINNESOTA STATUTES §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 - SRF Consulting Group, 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: Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, CHISAGO COUNTY ATTORNEY

By: 
Title: Jeffrey B. Fuge, Assistant County Attorney
Date: June 30, 2021



SRF 12151.02

June 15, 2021

Joseph Triplett, PE
Public Works Director/County Engineer
Chisago County
313 North Main Street, Suite 400
Center City, MN 55012

Subject: Request for Contract Amendment to perform Final Design of the Local Road
Realignments intersecting TH 8 between I-35 and Karmel Avenue

Dear Joseph Triplett:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this request for a contract amendment to provide additional professional services to assist Chisago County with the next phase of the TH 8 Reconstruction project, which includes several local road realignments between I-35 and Karmel Avenue. Key tasks include Final Roadway Design, Supplemental Environmental Documentation, Traffic Engineering, Water Resources, Utility Coordination, and Geotechnical Investigation.

Our continued goal for this project is to improve safety and mobility by consolidating access and realigning local roads to key intersections along TH 8 as part of a frontage/backage road system.

On-going Public and Agency involvement will be critical to the success of the project as the objective is to develop roadway improvements that meet the near and long-term goals of FHWA, MnDOT, Chisago County, Washington County, Forest Lake, Wyoming, and Chisago City and the Comfort Lake Forest Lake Watershed District. In addition, the varied concerns, issues, and values of project stakeholders, including the TH 8 task force, will need to be considered and incorporated into the project development process to achieve broad community acceptance and support of the project.

www.srfconsulting.com

3701 Wayzata Boulevard, Suite 100 | Minneapolis, MN 55416-3791 | 763.475.0010

Equal Employment Opportunity / Affirmative Action Employer

Scope of Services

We propose to carry out the work set forth in Attachment C ("Work Tasks and Person Hour Estimate"), which includes our assumptions on which the tasks are based and associated deliverables.

It is Chisago County's desire to complete this phase of the project within 18 months from notice to proceed, assumed to be August 1, 2021. The County will authorize in writing when SRF can actually begin this phase. To achieve this goal, the project team must stay on task, communicate frequently, and work with other agencies regarding project needs. SRF will begin working on the project upon notice to proceed and will work closely with Chisago County to achieve this goal.

Basis of Payment/Budget

We propose to carry out the work set forth in Attachment C (Work Tasks and Person Hour Estimate). The Services performed by SRF pursuant to this Amendment shall not exceed \$1,062,250.

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Acceptance/Notice to Proceed

A signed copy of this letter, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is bjohnson@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Brian C. Johnson, PE (MN IA SD)
Principal



Kenneth A. Holte, PE
Vice President

BCJ/KAH/ko

Attachment C- Work Tasks and Person Hour Estimate

Bruan Intertec Proposal

Approved (Chisago County)


(signature)

Name JOE TRIPLETT

Title DIRECTOR OF PUBLIC WORKS

Date 6/21/21

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

SRF Consulting Group, Inc.
Client: Chicago County
Project: SF 1308-251 United States Trunk Highway (USTH) 8 from I-35 to Forest Lake, Mn to Kurmel Ave
Final Design Services - LOCAL ROADS
Subconsultants: Bauer Industries Corporation

ATTACHMENT A
PSA SRF SRF Local Road Realignment
(TH 8 Project)



Work Tasks and Person-Hour Estimates

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR CONSULTANT	ASSOCIATE	SR PRINCIPAL	PRINCIPAL	TECHNICAL	CULTURAL	10/14/21	EST. TLE
1.0	Project Management									
1.1	Assumptions/Operations. This task includes activities to oversee and direct the project, and to manage the budget and schedule. It also includes several meetings as part of the project development and approval processes. Assumes an 18 month project schedule from notice to proceed to the final deliverable assumptions August 1st, 2021 start or as authorized by County. The County will maintain the Project website. Consultant will provide written updates periodically for review. Assumes project limits are the same as shown in the approved LV 1 Layout developed by SRF during preliminary design process. The partnering agencies will actively participate in project meetings and be responsive to the needs of the consultant in a timely manner. Assumes meetings will occur in St Paul, Mn and that a scheduled meeting location/room and accommodations will be provided. Meetings may be virtual as needed. The partnering agencies will regularly attend Project management meetings, meetings with subconsultants, and other regulatory and review agencies, including public agencies, subconsultants and stakeholders. The County will provide information provided at Project meetings, including the agenda and the meeting minutes, and provide comments. The County will provide review and approval of all the Project documentation developed as part of the project and forward materials on to other appropriate agencies for review and approvals.	96	36	0	0	0	0	0	0	73
1.2	Internal project management, work planning, QA/QC, and progress meetings. Assumes 8 hours per month x 2 task managers x 18 months.	36	108	0	0	0	0	0	2	146
1.3	External project coordination, communication and correspondence with public agencies, subconsultants and other regulatory and review agencies. Assumes 8 hours per month x 2 task managers x 18 months + administrative assistance.	36	108	0	0	0	0	0	8	112
1.4	Review project budget and prepare monthly reviews and progress reports. Assumes 2 hours per month x 2 staff x 18 months + administrative assistance.	36	36	0	0	0	0	0	4	76
1.5	Prepare and distribute project communication documentation, including printing/distributing of deliverables at project milestones. Assumes 4 hours per month x 1 staff x 18 months + administrative assistance.	36	36	0	0	0	0	0	16	88
1.6	Project Website Updates The County will maintain the Project website and the Consultant will provide updates. Consultant will provide Project graphics in PDF format and written updates at project milestones for inclusion into the website. Assumes 8 hours per month x 2 staff x 6 months. Consultant deliverables: Project reviews and status reports (monthly) Agendas distributed at least one week prior to meeting Minutes distributed within five working days of meeting Regularly updated project schedules Regularly updated project schedules Display maps and graphics Copies of pertinent correspondence Project website updates and graphics Location of necessary agreements	1	0	0	0	0	30	0	0	37
SUBTOTAL - TASK 1.0		181	324	0	0	0	30	0	31	272
										\$101,406.00

SRF Consulting Group, Inc.
Chicago County
Client:
SF 1306-29, United States Trunk Highway (USTH) 8 from I-35 to Forest Lake, Mn to Kurlmei Ave
Project:
Final Design Services - **LOCAL ROADS**
Subconsultants: Braun Intertec Corporation

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROJ.	PROJ.	TECHNICAL	CALCUL.	TOTALS	EST. / LL	
2.0	Public and Agency Involvement Appointing/Observations: The County will actively participate in public involvement meetings. The County will conduct direct meetings with business/property owners as needed. Site will not plan to attend these meetings unless requested by County. For information dissemination, Consultant assumes the County will provide for the mailing of any of the materials to be provided to the public, including newsletters and meeting notices. Tasks: Prepare for and conduct up to 6 Meetings with local agencies. Includes preparation of meeting materials (handouts and displays), verbal presentations, meeting agenda with meeting minutes. Assumes participation of 3 SRF staff at each meeting. Average of 2 hours/meeting + 2 hours prep and 2 hours of follow up + admin. Consultant Deliverables: Project Documentation and copies of materials.	36	36	36	0	0	0	0	6	114	
	SUBTOTAL TASK 2.0	36	36	36	0	0	0	0	6	114	\$19,680.00
3.0	Data Collection/Surveys Assumptions/Observations: The County will assist the consultant in obtaining all relevant as built information for roadways and utilities in the project area, and with obtaining electronic files associated with other projects being lead by others. Four weeks (20 days) of field survey by 2 person one Tasks: Obtain any additional existing data not previously obtained during preliminary design including match points, under ground public utility elevations, as built roadway plans, and electronic files for other proposed projects in the area. 3.1 Coordinate the integration of City plans for infrastructure improvements (watermain and sanitary sewer) and discuss specific design requirements with County and Cities. 3.2 Coordinate the integration of Developer plans adjacent to the project site that may impact the design and construction of roadways. 3.3 Locate additional soil borings as needed and add in plan view. Coordinate with geotechnical consultant and review updated geotechnical evaluation report. 3.4	2	0	0	0	0	0	0	0	10	
		8	0	0	40	0	20	0	68		
		12	0	0	80	0	80	0	172		
		1	2	0	2	0	0	0	5		

SRF Consulting Group, Inc.
Chicago County
SR 1306-24, United States Trunk Highway (US) 18 from I-35 to Forest Lake, Mn to Kurland Ave
Final Design Services - LOCAL ROADS
Subconsultants: Brian Binkley Corporation

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PERSONNEL	SK. ASSOC.	ASSOCIATE	SK. PRJG	PERSON	TECHNICAL	CALCUL	TOTALS	EST. TLL
4.0	Geometric Roadway Design - Local Roads	23	42	0	120	170	270	0	635	\$78,705.00
4.1	Follow up with County on any changes that affect the staff assigned layout (estimated during the preliminary design phase). Follow up approval is required if changes are made.	4	0	0	16	0	0	0	20	
4.2	Complete final horizontal alignment for all roadways within the project limits.	0	0	0	12	24	0	0	36	
4.3	Complete final vertical alignment for all roadways within the project limits.	0	0	0	12	48	0	0	60	
4.4	Develop and complete final roadway super elevation requirements and/or pavement transitions as necessary.	0	0	0	12	24	0	0	36	
4.5	Develop final typical roadway sections for all roadways including pavement sections, median, shoulders, walkways, in slopes, base ditches and ditches.	8	0	0	24	24	0	0	56	
4.6	Develop final road, cross sections, and contours sufficient to determine drainage areas, construction limits and final profile grades.	8	0	0	30	160	0	0	198	
4.7	Finalize existing and proposed right of way, identify permanent easements, temporary easements based on preliminary roadway geometry and construction limits.	4	0	0	8	16	0	0	28	
4.8	Prepare right of way and easement layout and/or details. Layout to include alignments, offsets, and proposed right of way & easement limits. County will submit layout for right of way negotiation process.	0	0	0	16	32	0	0	48	
4.9	Locate and borrow in profile and cross sectional view as needed.	0	0	0	4	8	0	0	12	
4.10	Perform and integrate pavement design recommendations per alignment.	0	0	0	40	0	0	0	40	
4.11	Coordinate with City's the relocation of public utilities affected by roadway construction or plans for new easements.	4	0	0	20	30	0	0	54	
4.12	Analyze and incorporate available development across joints with County and City staff.	8	0	0	10	20	0	0	38	
4.13	Analyze and prepare layout for guardrail and barrier installations related to the interchange area.	2	0	0	10	20	0	0	32	
4.14	Develop contract pay items for S&Q and funding breakdowns.	4	0	0	10	20	0	0	34	
4.15	Complete and check contract pay item quantities.	4	0	0	20	30	0	0	54	
4.16	Prepare Preliminary Engineer's Estimate of Cost including all materials for funding breakdowns with cost participation.	4	0	0	10	20	0	0	34	
	Consultant Deliverables: Geometrics, alignments, profiles, typical sections, pavement structure, and cross sections Preliminary Cost Estimate	50	0	0	254	476	0	0	780	\$93,090.00
	SUBTOTAL - TASK 4.0									

SRF Consulting Group, Inc.
Client: Chicago County
Project: SRF 13186241, United States Trunk Highway 4th District, Xtrunk 4.35 in Forest Lake, Minnesota
Subcontractors: Local Roads Services - LOCAL ROADS
Local Roads Services, Inc.

Work Tasks and Person Hour Estimates



Task ID	Task Name	Person Hours	Task ID	Task Name	Person Hours	Task ID	Task Name	Person Hours	Task ID	Task Name	Person Hours
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SRF Consulting Group, Inc.
Chicago County
Client:
SF 1306294 United States Trunk Highway (USTH) 81 from I-55 in Forest Lake, Mn to Kurmel Ave
Project:
Final Design Services LOCAL ROADS
Subcontractors: Brian Interflex Corporation

Work Tasks and Person-Hour Estimates



Submittals/Reviews: Bruce Institute Corporation

TASK NO.
6.0

TASK DESCRIPTION
Drainage Design - Local Roads

LSI TLL
TOTALS

Assumptions/Observations:
- Preliminary Water Resources Design is the basis for the final design with minor refinements per comments from the County and MNDOT.
- Approximately 9.2 miles city streets (7.4 miles rural, 2.1 miles urban)
- HydroCAD hydraulic/hydraulic software will be used for analysis. XPSWMM model provided by CH2D may be used for boundary conditions.
- Stormwater management for offsite development will be provided internal to each development and will not be required for boundary conditions.
- Up to 13 foot maximum ground surface, as defined in preliminary design, will be required to meet the regulatory standards for the project.
- Water quality computations will not be required or completed. Stormwater BMPs will be designed using accepted methodology resulting in typical removal efficiencies as listed in the Minnesota Stormwater Manual, but specific water quality loading computations or modeling will not be required.
- A final drainage report is not required, however, the CH2D Permit Application and other drainage computations will summarize the project impacts, design methodology and assumptions, regulatory environment and permitting needs, and drainage design and will be submitted for review as required. A summary of the design and analysis will be prepared as a part of these submittals.
- Up to 14 culverts greater than 48" will be required. Inlets, box culverts and bridge structures will be required.
- The capacity of existing offsite drainage systems (conduits, BMPs, etc.) will not be analyzed, proposed project discharge rates will be less than or equal to existing rates at points of discharge unless over-arching to a large body of water with excessive storage.
- Allow 14 rainfall distribution and depths will be used to design storm sewer, culverts, and ponds.
- Subsurface drainage and pipe bedding recommendations including culvert treatments will be provided by geotechnical engineer.
- Design of any other offsite infrastructure (storage, but no other mitigation, calculations or modeling will be required as a result of these impacts.
- Does not include design of any regional treatment facilities for the CH2D.
- Catch basin design on local roads will not follow State AAS standards unless designed as such. Catch basins will be placed at low points and intersections.
- Drainage profiles and tabs will be required.

6.1 Collect and review additional drainage data for the corridor. Update design criteria document and regulatory matrix as needed and submit to Client for review. Includes one field visit by W&S staff.

6.2 Catch basin spacing and storm sewer design for urban roadway

6.3 Review staging plans and identify temporary drainage features required that affect construction limits.

6.4 Review cross sections impacts to drainage and construction limits. Recommended revisions to special ditch grades if necessary.

6.5 Assemble final drainage plans and tabulations/profile plans, including

- a. Numbered drainage structures with station offset/coordinates for all structures
- b. Pipe size, length, type and gradient for storm sewers and culverts
- c. Pipe bedding requirements
- d. Structure, grate and existing recommendations
- e. Storm sewer tabulation sheet data
- f. Design size of all rural applications
- g. Drainage rates as needed for construction plans
- h. Proposed ditch grades, if necessary
- i. Special temporary and permanent erosion control details
- j. Grading plans for stormwater BMPs
- k. Subsurface drainage systems, where required
- l. Special details (pond, swales, methods, etc.)

6.6 Provide temporary drainage for construction staging plans, including drafting all tabulation and profile sheets required for temporary drainage features.

6.7 Update HydroCAD models with the final pond configurations for use in design and watershed permit applications.

PRINCIPAL	SR ASSOC.	ASSOCIATE	SR PRGR	PRGR	TECHNICAL	CALCUL	TOTALS	LSI TLL
6	0	0	20	20	0	0	48	
20	0	0	50	80	0	0	150	
0	0	0	10	0	0	0	10	
0	0	0	40	20	0	0	60	
60	0	0	300	150	0	0	510	
0	0	0	0	0	0	0	0	
0	0	0	15	30	0	0	45	
20	0	0	100	40	0	0	160	

SRF Consulting Group, Inc.

Collegeville, Pa.

Colony of 5 adults

SEP 14 1968

Author's Address: Department of Psychology, University of California, San Diego, La Jolla, CA 92037, USA.

Work Tasks and Person-Hour Estimates

[illegible]

SRF Consulting Group, Inc.
Chicago County
Client:
SP 1308-29, United States Trunk Highway (USTH) 8 from E35 in Forest Lake, Mn to Karmel Ave
Project:
Final Design Services - LOCAL ROADS
Subconsultants:
Bauer Interact Corporation

Work Tasks and Person-Hour Estimates



LSK#	LSK#	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR PROJ	PRGR	TECHNICAL	CLERICAL	TOTALS	EST. HLL
8.0	LSK# 04-000103									
	Traffic Engineering & ITS									

Scope includes:
Design 3 new permanent traffic signals at TH 8 intersections with Greenway, CS&M 23 and CS&M 36.
Design one signal revision (loop detector replacements and ADA upgrades) at TH 65/TH 8 North Ramps intersection.
Permanent signing including square tube sign structures for all new at request/used roadways.
Permanent pavement markings.
Work zone traffic control, including signing for detour on TH 97 and TH 95.
Design for relocation of existing ITS devices that are impacted by construction.
Design for relocation of existing ITS devices that are impacted by construction.

Assumptions/Operations:
- RS reports completed during preliminary design.
- Construction temporary signals at three intersections: TH 8 at Greenway, CS&M 23 and CS&M 36. Plans for two major stages at each intersection.
- Two major stages for traffic control (road shoulder in two halves).
- Signed detour on TH 97 and TH 95. Another detour for east end construction between Little Green Lake and Little Green Lake.
- Trunk line optic cable will be in place (MCT SP 1301-1203). Design will include signals of trunk line lines into new traffic signal cabinets.
- No traffic analysis/modeling for TH 8 beyond the analysis previously performed in preliminary design.
- No replacement of existing signs in area at all and street.
- Square tube and sign structures, no Type OH.
- No new ITS devices will be added by this project. Existing ITS devices that will be relocated due to construction impacts include four optic cable (C) cables, 4 CCTV/MDS units (including power services), and 2 dynamic message signs (including power services).
- 60%, 80% and 100% plan and estimate submittals, 80% and 100% special provisions submittals.

Tasks:
Work Zone Traffic Control Design, PS&E. Includes traffic control plans consistent with construction staging and detour signing plans for a three traffic detour following TH 97 and TH 95, and a local detour to allow for east end construction between Little Green Lake and Lane Lake.
A. Prepare draft work zone traffic control and detour plans, special provisions and engineer's estimate (PS&E) complete with a MCT-style staging narrative and quantity calculations by stage. Submit draft PS&E at 60% completion for agency review.
B. Address agency review comments. Submit final signed plans, special provisions and estimate as part of the final PS&E package.

8.3 Traffic Signal Design, PS&E
A. Perform a field review of existing conditions.
B. Arrange and attend a meeting with the local power company to establish a location of power location for each of the three proposed new permanent traffic signals.
C. Design and prepare draft plans, special provisions and engineer's estimate (PS&E) for new full traffic signalized and controlled signal systems at the intersections of TH 8 with Greenway, CS&M 23 and CS&M 36, and for a new traffic signal system at the intersection of TH 8 with Greenway, CS&M 23 and CS&M 36. Design will include new signal controller cabinets with four signals. Submit draft PS&E at 60% and 90% completion for agency review.
D. Design and prepare draft plans, special provisions and engineer's estimate (PS&E) for construction temporary traffic signals at the intersections of TH 8 with Greenway, CS&M 23 and CS&M 36. Assumes two temporary signal plans will be needed for each intersection (two major construction stages). Submit draft PS&E at 60% and 90% completion for agency review.
E. Address agency review comments. Submit final signed traffic signal plans, special provisions and engineer's estimate as part of the final PS&E package.

8.4 Signing Design, PS&E
A. Perform a field review of existing signage. Develop existing signing plan.
B. Design new permanent signing to current MnDOT standards along portions of corridor being reconstructed and along new local roads. Design signing beyond construction limits as necessary. Prepare draft plans, special provisions and engineer's estimate (PS&E) at 60% and 90% completion for agency review.
C. Address agency review comments. Submit final signed signing plans, special provisions and engineer's estimate as part of the final PS&E package.

8.5 Permanent Markings Design, PS&E
A. Design new permanent pavement markings along portions of corridor being reconstructed, new local roadways, and new and existing roadways, ensuring that new pavement markings are also existing markings at project limits. Prepare draft plans, special provisions and engineer's estimate (PS&E) at 60% and 90% completion for agency review.
B. Address agency review comments. Submit final signed pavement marking plans, special provisions and engineer's estimate as part of the final PS&E package.

Consultant Deliverables:
- Draft and Final Construction Temporary Traffic Signal Plans, Special Provisions and Estimate
- Draft and Final Signing Plans, Special Provisions and Estimate
- Draft and Final Pavement Marking Plans, Special Provisions and Estimate
- Draft and Final Work Zone Traffic Control and Detour Plans, Special Provisions and Estimate

SUBTOTAL - TASK 8.0

9.0

Permits
Prepare permit applications, attend with all submittals and coordination necessary to secure drainage, wetland, and construction permits needed for the project. Permits and other documents include the following:

SRF Consulting Group, Inc.
Chicago County
SRF Task 259 United States Bank Highway 415TH B from I-55 in Forest Lake, MN to Karmel Ave
Final Design Services: **LOCAL ROADS**
Yellow River, MN - Brown Project and Capital Cost

Work Tasks and Person-Hour Estimates



1. **LOCAL ROAD DESIGN**
- a. Local Road
 - b. SRF's Documentation & Review
 - c. SRF's Roadway Design & Construction
 - d. Review of Design
 - e. Review of Construction
 - f. Review of Construction

15.00

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[SRF]

SP-1546-29, United States Truck Highway Mills from 1.35 to Forest Lake, Minn to Karlene Ave.
Final Design Surveys - LOCAL ROADS
 Drawn by: James Cunningham

[illegible]

SRF Consulting Group, Inc.
Chicago County
Client:
SRF 130K-254, United States Trunk Highway (US 101) 8 from I-35 in Farred Lake, MN to Kurmel Ave
Project:
Final Design Services - LOCAL ROADS
Subconsultants: Brian Interline Corporation

Work Tasks and Person-Hour Estimates



TASK NO.	DESCRIPTION	PERSONAL	SRF ASSOC.	ASSOCIATE	SRF PHOP	PHOP	TECHNICAL	CLERICAL	TOTALS	EST. TLE
11.0	Lighting Design									
11.1	60% Lighting Layout, Lighting Analysis, Site Visit, Preliminary Lighting Plans & Estimate	1	21	0	0	0	50	0	72	
11.2	90% Lighting Layout, Final Plans, Specs and Estimate	1	24	0	0	0	50	0	80	
11.3	Contracted Construction Documents, Final Contracted Set of Construction Documents	0	24	0	0	0	55	0	79	
	Consultant Deliverables: Final Lighting Plans, Specifications and Estimates									
	SUBTOTAL TASK 11.0	2	69	0	0	0	160	0	231	\$31,685.00

SRF Consulting Group, Inc.
Client: Chicago County
Project: SF 1308-29, United States Trunk Highway (US TH) 8 from E-35 to Forest Lake, Mn to Karmel Ave
Final Design Services - LOCAL ROADS
Subconsultants: Brian J. Innes, Corporation

Work Tasks and Person-Hour Estimates



USM NO.	USM DESCRIPTION	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR PRGR	TECHNICAL	CLERICAL	TO/AS	EST. HRS
12.0	CONSTRUCTION STAGING AND DESIGN								
Assessing/Obtaining/Constructing Staging and Traffic Control will be particularly challenging given the limited amounts of alternative routes or access to TH 8 in the area. Consultant anticipates substantial coordination with project stakeholders to develop an effective and efficient approach.									
Tasks:									
12.1	Prepare a final construction staging scheme and coordinate in conjunction with Metrolink and Chicago County as necessary for the proposed staging and other planned projects. This information will be presented at Biweekly Owner Meetings and Open House.	6	0	20	10	10	0	0	46
12.2	Review staging plans and define temporary damage features required and temporary placement needs that may affect construction limits.	0	10	0	0	10	0	0	20
12.3	Coordinate with traffic control plans.	4	0	10	0	10	0	0	24
12.4	Address individual access/delivery needs for businesses and/or developments during construction and include in the staging plans.	5	0	20	0	15	0	0	40
Consultant Deliverables: Construction Staging Plans									
13.0	SUBTOTAL TASK 12.0	15	10	50	10	45	0	0	130
Final Plans, Specifications and Estimate - Local Roads									
Assessing/Obtaining/Constructing Final Plans, Specifications and Estimate will be particularly challenging given the limited amounts of alternative routes or access to TH 8 in the area. Consultant anticipates substantial coordination with project stakeholders to develop an effective and efficient approach.									
13.1	Prepare the street and general layout plan.	0	0	0	0	20	0	0	48
13.2	Prepare construction staging plan sheets from layouts developed under Task 12.0 for all roadways as required.	4	0	0	12	34	80	0	150
13.3	Prepare plans for construction details and construction/traffic notes including standard plates as required.	0	8	0	8	32	32	0	80
13.4	Provide erosion control plans consistent with agency permit requirements.	0	16	0	16	24	48	0	104
13.5	Integrate final typical section plan sheets.	4	0	0	8	16	32	0	60
13.6	Prepare alignment plan and calculation to include the following: - Coordinates for all target fence - Coordinate values and stationing for all P.C., P.T., and I.P.T. - Coordinate values for all radius points - Coordinate values and field line for control points	4	0	0	8	48	48	0	108
13.7	Complete roadway profile sheets including vertical depths and descriptions of all bench mark locations. Add well boring information.	8	0	0	20	80	80	0	188
13.8	Integrate final watermain and sanitary sewer plans developed by LRS.	4	0	0	8	8	16	0	36
13.9	Integrate final signing and striping plan sheets for all roadways.	0	0	0	4	8	16	0	48
13.10	Prepare final plans required for Federal Aid Substantial	4	0	0	16	48	32	0	100
SUBTOTAL TASK 13.0									
TOTAL									
TOTAL PERSON-HOURS									
TOTAL ESTIMATED COST									
TOTAL ESTIMATED BIDDING COST									
TOTAL ESTIMATED TOTAL COST									

MINNEAPOLIS, MN



SRF Consulting Group, Inc.

Client: Chicago County
Project: SP 1308-29, United States
Final Design Services - L
Subconsultants: Itasca Interiors Corporation

Work Tasks and Person-Hour Estimates

TASK NO.	TASK DESCRIPTION	PRIORIT.	SER. ASSOC.	ASSOCIATL.	SUB PRIOR.	ECONOM.	CULTURAL	HISTORICAL	LST. HST.
17.0	Implementation of NEPA Process and Documentation								
17.1	MtD/CJ Coordination Early coordination with MtD/CJ State Aid and MtD/CJ Truck Highway. Purpose of meeting is to review studies completed to date, confirm NEPA class of action (assumes Class III EA and FONSI), determine NEPA path (assumes truck highway process), and confirm no State environmental review (assumes no EAW). MtD/CJ Truck Highway (Methu) and (RES) to coordinate with FHWA, if necessary.	0	0	0	0	0	0	0	0
17.2	Agency Coordination Assume truck highway early notification memorandum (HMO), including figures, and submit to MtD/CJ. Assume MtD/CJ has been notified by letter to MtD/CJ regarding Agency and DNR. Section 7 Endangered Species Act. Coordinate with MtD/CJ regarding Endangered Species and endangered species. Assumptions may affect, and likely to adversely affect determination for certain listed-end taxa. Assumptions: a no effect determination for all other listed species in Chicago County. Section 106, National Historic Preservation Act. Coordinate Section 106 review with MtD/CJ CHL. Assumes no new cultural resources surveys. In R project footprint in winter AEL from cultural resources surveys completed with 2013 EAW. Assumes MtD/CJ CHL to provide a no historic properties determination. Section National Wetlands Information System (NWIS) review request to DMR. Assumes no adverse effects to protected species. Assumes no surveys for state listed species required. Project Permit Act (YWR) (Antiquities Protection Policy Act) and submit to Natural Resources Conservation Service (NRCS). MtD/CJ Contaminated Materials Management Team (CMMT) consultation included under Task 11.7.	0	0	0	0	0	0	0	0
17.3	Purpose and Need Statement Update purpose and need statement as necessary to incorporate new information from traffic analysis under Task 7.0. Update to reflect current MtD/CJ and FHWA purpose and need guidance.	0	0	0	0	0	0	0	0
17.4	Alternatives Evaluation Verify current secondary completion during ongoing interchange study phase. Prepare interchange alternatives evaluation. Assumes No Build Alternative and two (2) alternatives. Prepare alternatives evaluation section of the EA, describing alternatives considered and rationale for identification of a preferred alternative.	0	8	0	4	0	0	0	12
17.5	Project Cost, Funding, and Schedule	0	0	0	2	0	0	0	2
17.6	Soil Erosion, and Environmental Self Impact Evaluation Section 401 Water Quality Certification Section 401 Implementation (assumes none) Section 401 Implementation (assumes none) Section 106, National Historic Preservation Act (assumes Section 106 determination from MtD/CJ CHL) Section 7, Final Joint Species Act (assumes Section 7 determination from OFS) State Broadband and Endangered Species (assumes no effect determination provided by DMR) Relocation and Right of Way Contaminated Properties and Regulated Materials (see Task 11.7) Farmland Protection Policy Act of 1983 Endangered Species Act (ESA) and Risk Analysis, conformity determination Government Land (GLR) analysis Highway Traffic Noise (see Task 11.9) Construction Noise Occupational Management/Wetland Assessment Wetlands and Section 404, Clean Water Act. Prepare MtD/CJ Truck Highway Wetland Impact Assessment and two-part finding form. See Task 10.0 for wetland delineation. Water Pollution and Stormwater Management Indirect and Cumulative Effects Temporary Construction Impacts Economics Social Impacts (travel patterns and access, accessibility, community facilities and public services, community cohesion, transportation sensitive populations) Cultural Resources (Impacts to Archaeology and Bicycles) Cumulative Impacts (no impacts to travel services) Environmental Management Plan (EMP) (MtD/CJ Green Society) Environmental Management Plan (EMP) (MtD/CJ Green Society)	0	16	12	56	0	0	0	66



Work Tasks and Person-Hour Estimates

SRF Consulting Group, Inc.
Clatsop County
1500 NE 24th Street, Suite 100
Astoria, OR 97103
Phone: 503.325.1234
Fax: 503.325.1235
Email: paul.ty@srf.com

Task ID	Task Description	Preparation	Analysis	Design	Construction	Post-Construction	Other	Total
1.1.1	Project Description and Scope	10	10	10	10	10	10	60
1.1.2	Site Visit and Data Collection	10	10	10	10	10	10	60
1.1.3	Initial Engineering Analysis	10	10	10	10	10	10	60
1.1.4	Final Engineering Analysis	10	10	10	10	10	10	60
1.1.5	Final Design and Construction	10	10	10	10	10	10	60
1.1.6	Final Report and Presentation	10	10	10	10	10	10	60
1.1.7	Final Review and Approval	10	10	10	10	10	10	60
1.1.8	Final Construction and Completion	10	10	10	10	10	10	60
1.1.9	Final Maintenance and Monitoring	10	10	10	10	10	10	60
1.1.10	Final Evaluation and Reporting	10	10	10	10	10	10	60



Work Tasks and Person-Hour Estimates

[illegible]

SRF Consulting Group, Inc.
Client: Chicago County
Project: SP 1308-29, United States Trunk Highway (USTH) 8 from I-35 in Forest Lake, Mn to Kurnel Ave
Final Design Services - **LOCAL ROADS**
Subcontractors: Brian Hinkley Corporation

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION (Distribution of UDSs between unassigned outcomes)	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR PRGR	PRGR	LOGICAL	CLINICAL	TOALS	ESTIMATE
	SUBTOTAL - TASK 17.0	0	73	12	199	10	0	5	299	\$40,055.00
18.0	Funding Assistance									
18.1	Assist Project partners to identify grant opportunities and explore innovative funding mechanisms to assist in the project's funding needs.	2	0	0	0	0	0	0	2	
18.2	SRF will prepare up to one (1) regional or state grant applications that require a moderate level of effort. These types of applications may include the Metropolitan Council's Regional Solicitation, State Funding Requests, and MnDOT's Transportation and Economic Development (TED) grants, Highway Safety Improvement Program (HSIP), or Cooperative Agreements. Services to be covered under this task may include, but not limited to, the preparation of grant proposals, conducting of grant materials, data collection, grant research, funding implementation plans, and meetings with potential partners.	1	0	40	0	3	0	2	46	
18.3	SRF will prepare a RIDE (RIDE) application on behalf of Chicago County.	1	0	60	0	0	0	1	62	
	Assumptions The County will be responsible for collecting any required letters of support or resolutions. The County will be responsible for submitting the grant applications and paying associated fees.									
	Agency Participation Review applications and provide feedback.									
	Deliverables Outline of eligible project elements for each funding source and probability of securing the funds. Three regional or state grant applications.									
	SUBTOTAL - TASK 18.0	4	0	100	0	3	0	3	110	\$16,450.00
	TOTAL ESTIMATED PERSON-HOURS	612	630	351	2188	2638	1004	50	7473	
	AVERAGE HOURLY BILLING RATES	\$205.00	\$175.00	\$160.00	\$170.00	\$110.00	\$170.00	\$100.00		
	ESTIMATED LABOR AND OVERHEAD	\$125,460	\$110,250	\$56,250	\$369,240	\$290,180	\$170,480	\$5,000		\$946,080
	ESTIMATED LABOR AND OVERHEAD									\$95,670
	TOTAL ESTIMATED FEE									\$1,062,250

Chisago County Request for Board Action

Meeting Date: July 7, 2021	Item Number: 15
Title of Item for Consideration: Pictometry Aerial Imagery	
Action Requested by: John Keefe, County Assessor	Department: County Assessor
Previous Action on this Matter: Chisago County has previously entered into specific agreements with Pictometry for overflight and production of high-quality aerial imagery used for County Assessing, GIS, and other related applications. • In August 2015, Pictometry entered into a Master Products Agreement with MCCC for the same services, establishing a pre-set and approved Agreement and cost for services. • On June 20, 2018, the County approved Pictometry for an aerial imagery contract for 2018-2022.	
Background: There is a need for periodic Aerial Photography to assist with public safety, property assessments, survey/public works activities, environmental activities, and various other GIS applications for official County, municipal and public use. Pictometry provides an enhanced aerial imagery product offered at a relative low cost. A significant number of Minnesota counties utilize Pictometry. Use of aerial imagery facilitates more efficient and productive appraisal applications in the Assessors' office which other or dated imagery cannot provide, saving significant staff time and effort. Other uses include public safety, planning & zoning, recording/auditing, and highway & public works. It is asked that the total be paid out of the Recorder Compliance Fund which requires Board approval. This contract will allow for Pictometry to capture aerals in the spring of 2022 at a cost of \$53,380. Attachment(s): • Agreement • Licensing Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve this Pictometry contract, which allows payment to be made in three annual installments from the Recorder Compliance Fund. The suggested motion is as follows: <i>“Move to approve the proposed Agreement with Pictometry for aerial imagery, utilizing the Recorder Compliance Fund for this expenditure.”</i>	
Implications of Action: Board approval at tonight's meeting will authorize the County to enter into a contract with Pictometry to proceed with timely production of aerial imagery of all of Chisago County. Budget/Financial Implications: With Board approval this can be paid for out of the Recorder Compliance fund in equal installments paid for over the period of three years.	

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 _____

**ORDER FORM BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
MINNESOTA COUNTIES COMPUTER COOPERATIVE ("MCCC") AND CHISAGO COUNTY,
MN ("PARTICIPATING USER")**

1. This order form ("Order Form") is entered into pursuant to the Master Products Agreement between Pictometry and MCCC dated August 3, 2015 ("Master Products Agreement").
2. This Order Form consists of the following:

Section A: Product Descriptions, Prices and Payment Terms
Map(s)
3. Participating User hereby agrees to the terms and conditions of this Order Form and the Master Products Agreement, including but not limited to, the Pictometry License Terms as defined and set forth in the Master Products Agreement.
4. MCCC hereby agrees to pay the Fees specified in Section A of this Order Form in accordance with the stated payment terms and accepts and agrees to abide by the terms and conditions of this Order Form and the Master Products Agreement.
5. In consideration of, and subject to, payment by MCCC of the Fees specified in Section A of this Order Form, Pictometry agrees to provide Participating User with access to and use of the products specified in Section A of this Order Form, subject to the terms and conditions set forth in this Order Form and the Master Products Agreement.
6. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Order Form are not lawfully appropriated, the following provisions shall apply:
 - a. Participating User shall provide Pictometry and MCCC with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
 - b. This Order Form shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Order Form have been paid by MCCC. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Order Form; and
 - c. If Customer, or any party authorized under the terms and conditions of this Order Form to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Order Form, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.
7. Upon entering into this Order Form, the parties desire to simultaneously amend an existing order form between the parties dated 6/25/18 ("2018 Order Form") in order to terminate their obligations with respect to the Second Project set forth in the 2018 Order Form at no cost or expense to either party

8. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS

313 N Main Street
Room 174
Center City, MN 55012
Attn: Chase Bumham, County Administrator
Phone: (651) 213-8877

MCCC NOTICE ADDRESS

100 Empire Drive, Suite 201
Saint Paul, MN 55103
Attn: Lisa Meredith, Executive Director
Phone: (651) 917-6996

PICTOMETRY NOTICE ADDRESS

25 Methodist Hill Drive
Rochester, New York 14623
Attn: General Counsel
Phone: (585) 486-0093 Fax: (585) 486-0098

The parties may change their respective notice address by giving written notice of such change to the other parties at the other parties' then-current notice address.

This Order Form shall become effective upon execution by duly authorized officers of MCCC, Participating User and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

MCCC	PICTOMETRY
MINNESOTA COUNTIES COMPUTER COOPERATIVE	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):
PARTICIPATING USER	
CHISAGO COUNTY, MN	
(entity type)	
SIGNATURE:	
NAME:	
TITLE:	
DATE:	

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, New York 14623

ORDER #

C24857944

BILL TO

Minnesota Counties Computer Cooperative (MCCC)
Lisa Meredith
MCCC Executive Director
100 Empire Drive Suite 201
Saint Paul, MN 55103
(651) 917-6996
lisa@mnccc.org

SHIP TO

Chisago County, MN
Chase Peloquin, Appraiser
313 N Main Street, Room 246
Center City, MN 55012
(651) 213-8563
chase.peloquin@chisagocounty.us

CUSTOMER ID

A127330

SALES REP

DLars

FREQUENCY OF PROJECT

Triennial

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
474	Reveal Essentials-- Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 160.00	\$ 120.00 (25% - Long Term Incentive Discount)	\$ 56,880.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions, Software License Agreement Product Parameters: Admin User Name: Chase Peloquin Admin User Email: chase.peloquin@chisagocounty.us	\$ 2,200.00	\$ 500.00 (77.273%)	\$ 1,500.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00

1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
SUBTOTAL					\$58,380.00

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
474	Reveal Essentials - Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 160.00	\$ 120.00 (25% - Long Term Incentive Discount)	\$ 56,880.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: Admin User Name: Chase Peloquin Admin User Email: chase.peloquin@chisagocounty.us	\$ 2,200.00	\$ 500.00 (77.273%)	\$ 1,500.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions	\$ 0.00		\$ 0.00

		of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement			
1	Pictometry Connect - Early Access	Pictometry Connect - Early Access provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
SUBTOTAL					\$58,380.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$ 116,760.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

Geofences:

FIRST PROJECT

For the Pictometry Connect - CA - 50 product(s) in this project, the following geofences apply:

MN Anoka, MN Chisago (Primary), MN Isanti, MN Pine, MN Washington, WI Polk

SECOND PROJECT

For the Pictometry Connect - CA - 50 product(s) in this project, the following geofences apply:

MN Anoka, MN Chisago (Primary), MN Isanti, MN Pine, MN Washington, WI Polk

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

• **Hurricane:** areas affected by hurricanes of Category 2 and higher.

• **Tornado:** areas affected by tornados rated EF4 and higher.

... **Terrorist:** areas affected by damage from terrorist attack.

... **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

... **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry Connect Explorer™ – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any applicable duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by MCCC, shall be paid by MCCC to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

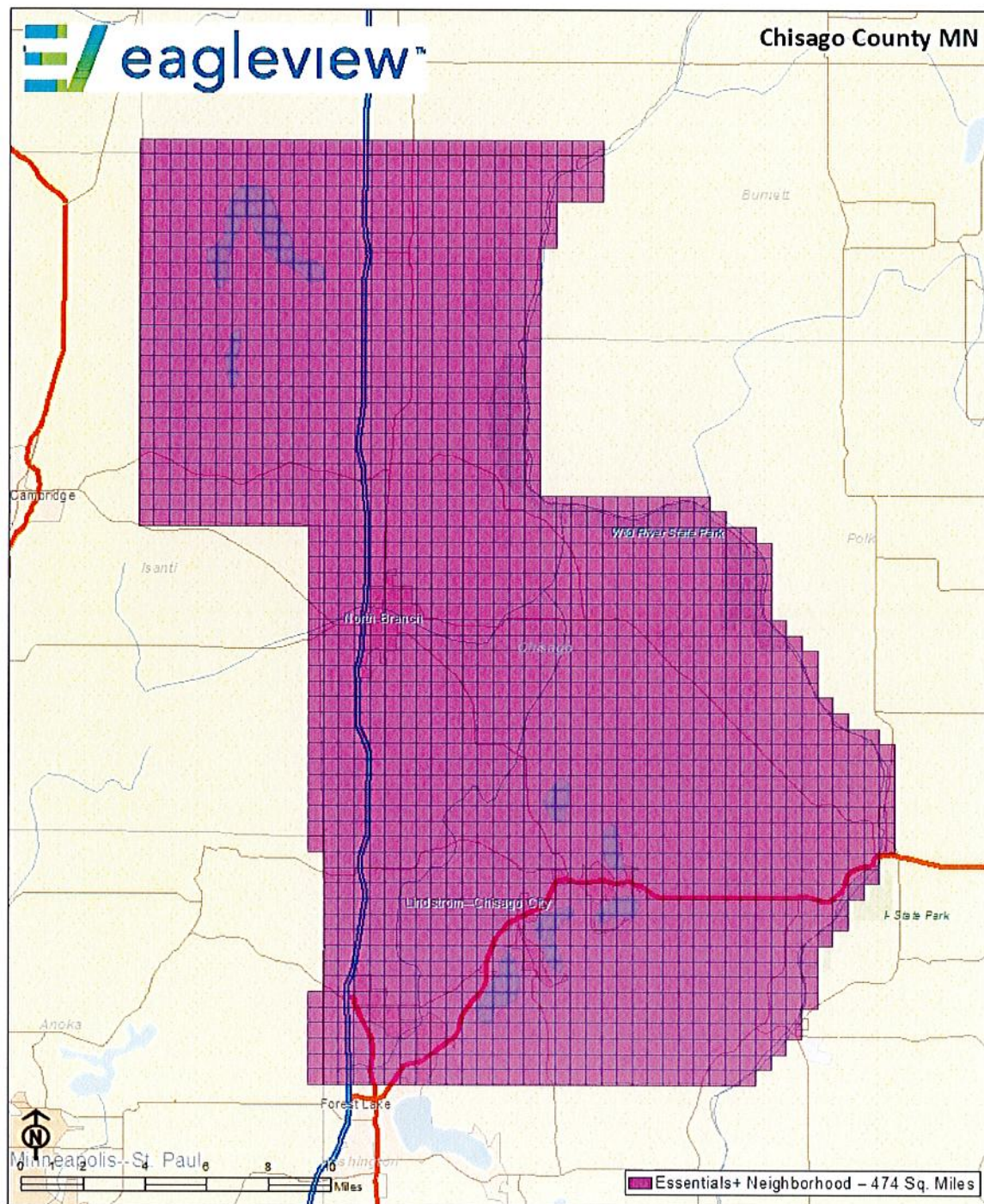
FIRST PROJECT

Due at Signing	\$4,865.00
Due at Initial Shipment of Imagery	\$14,595.00
Due at First Anniversary of Shipment of Imagery	\$19,460.00
Due at Second Anniversary of Shipment of Imagery	\$19,460.00
Total Payments	\$58,380.00

SECOND PROJECT

Due at Initial Shipment of Imagery	\$19,460.00
Due at First Anniversary of Shipment of Imagery	\$19,460.00
Due at Second Anniversary of Shipment of Imagery	\$19,460.00
Total Payments	\$58,380.00

MAP(S)



**ORDER FORM BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
MINNESOTA COUNTIES COMPUTER COOPERATIVE ("MCCC") AND CHISAGO
COUNTY, MN ("PARTICIPATING USER")**

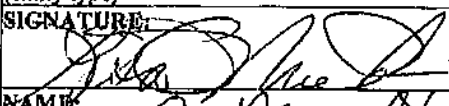
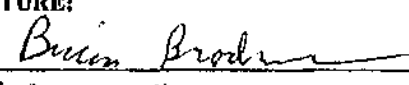
1. This order form ("Order Form") is entered into pursuant to the Master Products Agreement between Pictometry and MCCC dated August 3, 2015 ("Master Products Agreement").
2. This Order Form consists of the following:
Section A: Product Descriptions, Prices and Payment Terms
Sector Map
3. Participating User hereby agrees to the terms and conditions of this Order Form and the Master Products Agreement, including but not limited to, the Pictometry License Terms as defined and set forth in the Master Products Agreement.
4. MCCC hereby agrees to pay the Fees specified in Section A of this Order Form in accordance with the stated payment terms and accepts and agrees to abide by the terms and conditions of this Order Form and the Master Products Agreement.
5. In consideration of, and subject to, payment by MCCC of the Fees specified in Section A of this Order Form, Pictometry agrees to provide Participating User with access to and use of the products specified in Section A of this Order Form, subject to the terms and conditions set forth in this Order Form and the Master Products Agreement.
6. All notices under this Order Form shall be in writing and shall be sent to the following respective addresses:

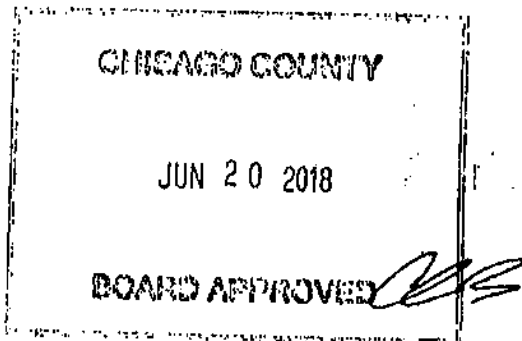
PARTICIPATING USER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
313 N Main Street, Room 174	25 Methodist Hill Drive
Center City, MN, 55012	Rochester, NY 14623
Attn: Bruce Messelt, County Administrator	Attn: General Counsel
(651) 213-8830	Phone: (585) 486-0093 Fax: (585) 486-0098
MCCC NOTICE ADDRESS	
100 Empire Drive, Suite 201	
Saint Paul, MN 55103	
Attn: Lisa Meredith, Executive Director	
Phone: (651) 917-6996	

The parties may change their respective notice address by giving written notice of such change to the other parties at the other parties' then-current notice address.

This Order Form shall become effective upon execution by duly authorized officers of MCCC, Participating User and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

MCCC	PICTOMETRY
MINNESOTA COUNTIES COMPUTER COOPERATIVE	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Lisa C. Meschitz	NAME: BRIAN BROOKMANN
TITLE: Executive Director	TITLE: CORP. VICE PRESIDENT
DATE: 6/22/2018	EXECUTION DATE: 06/25/2018
	DATE OF RECEIPT (EFFECTIVE DATE): 06/25/2018
PARTICIPATING USER	
CHISAGO COUNTY, MN	
(entity type)	
SIGNATURE: 	
NAME: George McMahon	
TITLE: Chair, Board of Commissioners	
DATE: 6/20/18	



SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER#

CS286975

BILL TO
Minnesota Counties Computer Cooperative (MCCC)
Lisa Meredith
MCCC Executive Director
100 Empire Drive Suite 201
Saint Paul, MN 55103
(651) 917-6996
lisa@mccc.org

SHIP TO
Chisago County, MN
Bruce Messelt, County Administrator
313 N Main Street, Room 174
Center City, MN 55012
(651) 213-8830
barnesse@co.chisago.mn.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A127330	DLars	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
92	IMAGERY - NEIGHBORHOOD - 4-way (NS) (3in) Per Sector	Product Includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (BCW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10% - Long Term Incentive Discount)	\$37,260.00
501	IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector	Product Includes: 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (BCW format). Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$125.00	\$67.50 (46% - Long Term Incentive Discount)	\$33,817.50
501	Tiles - Standard (Community 6in GSD; JPG format) Per Sector	Available with corresponding imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50%)	\$2,505.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$500.00 (77.273%)	\$1,500.00
92	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD Imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$920.00
501	Mosaic - Area Wide (6in GSD; MrSID format; Individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.50 (50%)	\$250.50
409	Mosaic - Area Wide (6in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.50 (50%)	\$204.50

1	Media Drive Capacity 9310 - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
92	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. Now processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$184.00
92	Mosaic - Area Wide (3in GSD; MrSID format, individual) Per Sector	Available with purchase of corresponding tile product. Now processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$184.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL - FIRST PROJECT					\$77,024.50

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
92	IMAGERY - NEIGHBORHOOD - 4-way (NS) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10% - Long Term Incentive Discount)	\$37,260.00
501	IMAGERY - COMMUNITY - 4-way (CS) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$67.50 (10% - Long Term Incentive Discount)	\$33,817.50
501	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD Imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50%)	\$2,505.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$500.00 (77.273%)	\$1,500.00

92	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$920.00
501	Mosaic - Area Wide (9in GSD; MrSID format; Individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD Imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$250.50
409	Mosaic - Area Wide (9in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$204.50
1	Media Drive Capacity 9310 - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
92	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$184.00
92	Mosaic - Area Wide (3in GSD; MrSID format; combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$184.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of BFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (BFS) software, latest version, on the storage media specified herein, and access to download updated versions of the BFS Licensed Software for a period of three years from the initial date of shipment of the BFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL - SECOND PROJECT					\$77,024.50

Thank you for choosing Pictometry as your service provider. Amount per product = ((1-Discount %) * Qty * List Price)	TOTAL	\$154,049.00
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FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any applicable duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by MCCC, shall be paid by MCCC to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Order Form (and not subject to a good faith dispute by MCCC or any Participating User) are not paid within forty-five (45) days following the invoice due date, such unpaid amounts shall accrue, and MCCC shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, MCCC shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Order Form including, but not limited to, reasonable attorneys' fees and court costs.

FIRST PROJECT

Due at Initial Shipment of Imagery	\$25,674.82
Due at First Anniversary of Shipment of Imagery	\$25,674.84
Due at Second Anniversary of Shipment of Imagery	\$25,674.84
Total Payments	\$77,024.50

SECOND PROJECT

Due at Initial Shipment of Imagery	\$25,674.82
Due at First Anniversary of Shipment of Imagery	\$25,674.84
Due at Second Anniversary of Shipment of Imagery	\$25,674.84
Total Payments	\$77,024.50

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product:
Leaf:

IMAGERY - NEIGHBORHOOD - 4-way (N5) (3In) Per Sector
Leaf Off: Less than 30% leaf cover

Product:
Leaf:

IMAGERY - COMMUNITY - 9In (6In Ortho) - Per Sector
Leaf Off: Less than 30% leaf cover

CONNECT

Product:
Admin User Name:
Admin User Email:
Geofence:

Pictometry Connect - CA - 50
Bruce Messelt
bamesse@co.chisago.mn.us
MN Anoka MN Chisago (Primary Geofence) MN Isanti MN Pine MN Washington WI Polk

SECOND PROJECT

IMAGERY

Product:
Leaf:

IMAGERY - NEIGHBORHOOD - 4-way (N5) (3In) Per Sector
Leaf Off: Less than 30% leaf cover

Product:
Leaf:

IMAGERY - COMMUNITY - 4-way (C5) (9In) - Per Sector
Leaf Off: Less than 30% leaf cover

CONNECT

Product:
Admin User Name:
Admin User Email:
Geofence:

Pictometry Connect - CA - 50
Bruce Messelt
bamesse@co.chisago.mn.us
MN Anoka MN Chisago (Primary Geofence) MN Isanti MN Pine MN Washington WI Polk

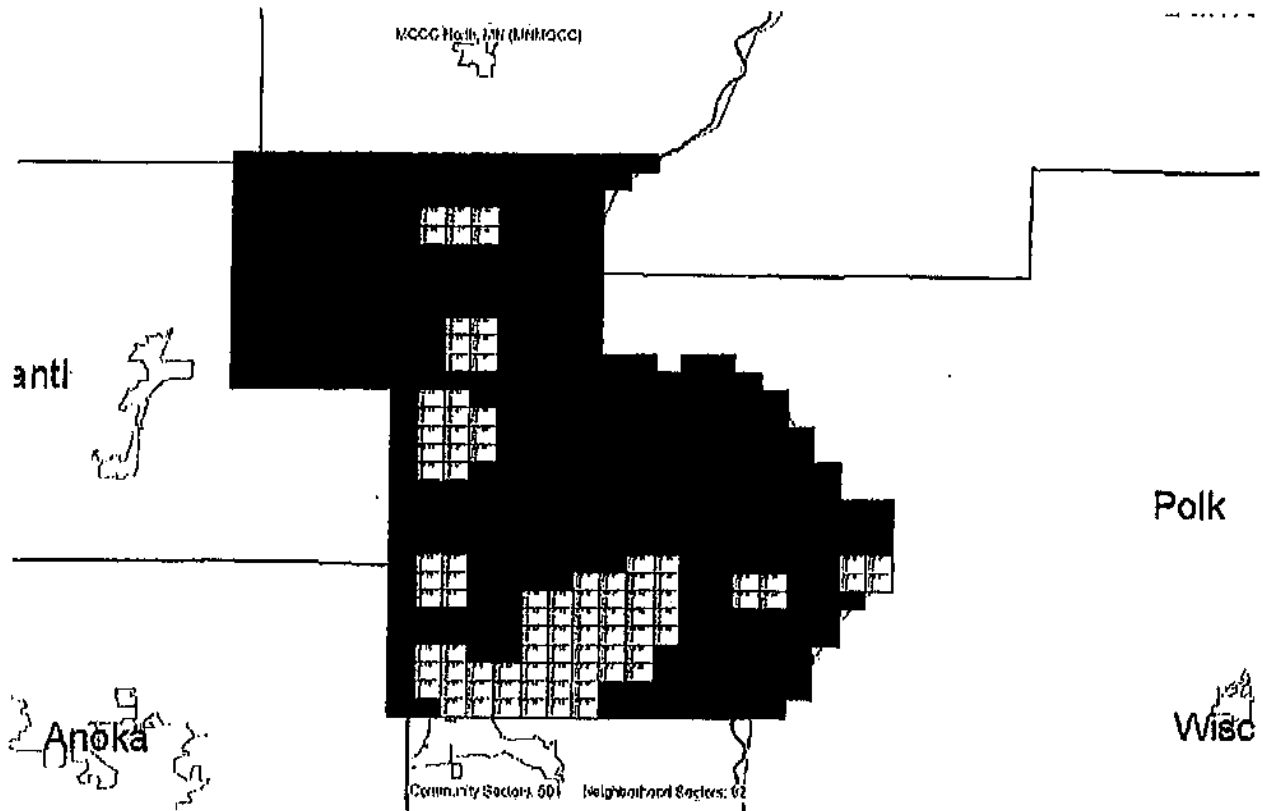
STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

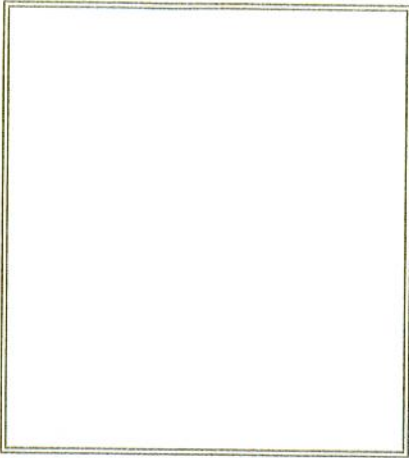
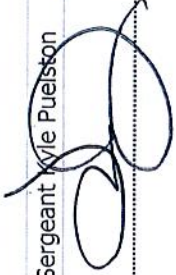
SECTOR MAP



Chisago County Request for Board Action

Meeting Date: July 7, 2021	Item Number: 16
Title of Item for Consideration: Out of State Travel for National Tactical Officer's Association Conference	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: The National Tactical Officer's Association hosts a conference each year that contains valuable training topics and real world debriefs on incidents that have been handled by agencies across the country. This year's conference is being held in Kansas City, MO. Attachment(s): Out of State Travel Request for [REDACTED]	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out of State Travel request for the National Tactical Officer's Association Conference. The suggested motion is as follows: <i>"Move to approve Out of State Travel for National Tactical Officer's Association Conference for [REDACTED]."</i>	
Implications of Action: Training like this offers our SWAT Team members the opportunities to learn from other agencies that have handled dangerous and complicated calls and learn lessons from their successes and short comings.	
Budget/Financial Implications: The total budgeted cost is \$970, which includes travel expenses, lodging, food, and conference registration.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	6/28/2021	
Employee Name	Sgt. Kyle Puelston	
Department	Sheriff's Office	
Destination	Kansas City, MO	
Purpose of Travel	National Tactical Officer's Association Conference	
Departure Date	14-Sep	
Return Date	17-Sep	
Total Travel Expenses		\$740.00
Supervisor Name (PRINT)	Sergeant Kyle Puelston	
Supervisor's Signature		Date Approved 5/11/2021
County Board Signature		Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				
Ground Transportation			1	\$140.00
Conference/Registration Fees			1	\$229.00
Lodging			6	\$500.00
Meals			6	\$100.00
Mileage			1	\$0.00
Grand Total				\$969.00

Chisago County Request for Board Action

Meeting Date: July 7, 2021	Item Number: 17
Title of Item for Consideration: Discussion – County-wide ARP ‘Collaboration’ Meeting	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: Chisago County will receive a total of \$10,970,000 in American Rescue Plan funds from the Federal Government. The other local governments will receive approximately \$6 million in ARP funds. The County has currently received half of its total allocation. The purpose of these funds is to deliver immediate and direct relief to families and workers impacted by the COVID-19 crisis through no fault of their own. Although the Federal guidelines regarding expenditures is still very limited from the Federal Treasury, the Federal government has stated that the funds should be used collaboratively amongst entities. The County believes it is important that all local the governments receiving ARP funds should get together to discuss how and what ideas each entities has for spending the funds for greatest effectiveness in assisting Chisago County recover from COVID-19.	
Action Requested/Recommended: The County Board is respectfully requested to discuss a date and time to discuss the finds and the ideas each entity has for using their funds.	
Implications of Action: By approving and setting a time for this meeting, all entities receiving ARP funds can come together to discuss their plans and gain ideas involving the ARP funds. Budget/Financial Implications: None at this time. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	
Administrator’s Recommendation	
Approve <u>CB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

CORR.



**Minnesota Board
of Peace Officer
Standards and Training**

1600 University Avenue, Suite 200
St. Paul, MN 55104-3825
(651) 643-3060 • Fax (651) 643-3072
www.post.state.mn.us

May 25, 2021

County Administrator Chase Burnham
Chisago County
313 N. Main Street room 174
Center City, MN 55012

Dear Mr. Burnham,

On May 24, 2021, the Chisago County Sheriff's Office passed a compliance review conducted on site by the POST Board.

The purpose of the review is:

1. To review POST mandated policies and ensure they include the appropriate content.
2. To determine that all licensed peace officers have received the mandatory Use of Force and Firearms training as required by Minn. § 626.8452, Subd. 2 and 3.
3. To verify that all peace officers who are not exempt, have or will receive training in Emergency Vehicle Operation/Pursuit Driving as mandated by Minn. § 626.8458, Subd. 5.
4. To determine that the agency is compliant with the Minimum Selection Standards for hiring of peace officers as mandated by Minn. R. 6700.0700.

Sheriff Thyen and his staff provided thorough documentation and were a pleasure to work with. A letter and certificate have also been sent directly to Sheriff Thyen.

If you have any questions, please feel free to give me a call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erik C. Misselt".

Erik C. Misselt
Executive Director



June 30, 2021

Mr. Joseph Tart
Parks Director
County of Chisago
313 N. Main Street, Suite 240
Center City, MN 55012

RE: County of Chisago, Checkerboard County Park

Dear Mr. Tart:

I am pleased to inform you that your application for the FY22 Natural and Scenic Area Grant Program has been selected for funding. We anticipate being able to offer you a grant in the amount of \$44,800 contingent upon the final processing of your application. Our program staff will contact you soon with more information on how to proceed with your project.

We are looking forward to working with you on this project. If you have any questions, call Mai Neng Moua at 651-259-5638, mai.n.moua@state.mn.us.

Sincerely,

A handwritten signature in blue ink that reads 'Erika Rivers'.

Erika Rivers, Director
Division of Parks and Trails



Minnesota Inter-County Association

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

MICA Weekly Legislative Update

Issue No. 23

June 28, 2021

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Leadership and Overall

Progress toward completion of an FY2022-23 biennial state budget accelerated in a big way this week, even as there are several bills remaining to be passed by midnight Wednesday. All major budget bills (other than Bonding) have reached at least tentative agreement, and 8 of 14 have passed both bodies, five being signed by the Governor. In some cases, non-agreed to amendments were added by one body or the other that are yet to be resolved. Overall, the bills reflect a strong focus on restoring public health and the economy in the wake of the COVID pandemic, and **good outcomes for county priorities**. Below is a status summary as of Monday Noon.

2021 1 st SS – FY22-23 Omnibus Bills	House File	Senate File	House Action	Senate Action
Agriculture & Broadband • Summary, Spreadsheet	HF8 Chapter 3	SF25	Passed 112-20, 6/19	Passed 63-3, 6/22
Commerce, Climate & Energy • Summary, Spreadsheet	HF6 Chapter 4	SF19	Passed 70-60, 6/21	Passed 60-5, 6/22
Education – K12 • Summary, Spreadsheet	HF2	SF23	Passed 105-20, 6/26	
Environment, Natural Resources • Summary, Spreadsheet	HF5	SF20	Passed 99-34, 6/25	Passed 49-16, 6/22
Health & Human Services • Summary, Spreadsheet	HF33	SF37	Passed 69-56, 6/26	Passed 62-4, 6/26
Higher Education • Summary, Spreadsheet	HF7 Chapter 2	SF18	Passed 71-57, 6/19	Passed 66-0, 6/21
Housing • Summary, Spreadsheet	HF4	SF16	Passed 72-57, 6/24	Passed 66-0, 6/28
Jobs, Workforce & Economic Growth • Summary, Spreadsheet	HF1	SF9	Amended*, Passed 71-61, 6/25	Passed 45-21, 6/22 Amended*
Judiciary & Public Safety • Summary, Spreadsheet	HF3, DE Amend	SF7	Tentative Agreement	
Legacy Funds • Summary, Spreadsheet	HF13 Chapter 1	SF21	Passed 83-39, 6/19	Passed 66-0, 6/21
State Government, Veterans, Military • Summary, Spreadsheet	HF12	SF2	**	Amended**, Passed 40-22, 6/25
Tax Bill • Summary, Spreadsheet	HF9	SF26	Amended in House Ways and Means	
Transportation • Summary, Spreadsheet	HF10 Chapter 5	SF10	Passed 112-21, 6/23	Passed 67-0, 6/24
Capital Investment (Bonding)	HF11/ HF52	SF17/SF39	HF52—corrections to prior appropriations	

* House added an amended required hiring of skilled workers for a Marathon Oil refinery that is not agreed to; Senate remove the amendment in Finance Committee. A conference Committee has been appointed.

** Senate added an amendment immediately ending Peacetime Emergency and retroactively capping fines for violating Peacetime emergency orders, the House removed the fine cap in committee.

Other Resources and Updates:

- U.S. Treasury [Updated FAQ's](#) (June 24)
- [U.S. Treasury Compliance and Reporting Guidance](#) (June 17)
- Governor Walz Administration details on [\\$1.8 billion ARP funds for Minnesota Schools](#) (in addition to state biennial budget increases)

\$250 Million for Frontline Worker Pay

A heavily negotiated item in the Jobs and Economic Growth (HF1/SF9) area was a House proposal, authored by Representative Frazier (Hennepin), to require employers to provide up to 80 hours of paid sick leave to essential workers not covered by the FFCRA, who were unable to telework. The proposed requirement, which was retroactive to March 2020, was not included in the final omnibus bill. However, the Governor and legislative leaders instead reached agreement earlier this week to appropriate \$250 million for one-time payments to essential workers. The language, as amended into the Tax Bill on Saturday:

- calls for a specific proposal to be developed by September 6, 2021, by a nine-member panel with three appointments by the Governor, three by the House, and three by the Senate.
- There are few pre-agreements regarding the categories of essential workers to be included, other than it should include long-term care workers, and recommendations are to consider “increased risk of virus exposure due to the nature of their work.”
- The \$250 million would come from the \$1.2 billion of SFRF set-aside in the May 17 [Global Agreement](#).

A key strength of the agreement is that it will offers a uniform statewide approach to essential worker pay rather than a range of different approaches across the state.

Tax & Fiscal Policy

On Saturday, the House Ways and Means Committee approved an amendment to the Omnibus Tax Bill that includes several new agreements impacting counties, including:

- The requirement for County Auditors to include supplemental budget information (as described below) in TnT notices, **now has a delayed implementation to taxes payable in 2023.**
- The upfront **refund exemption for sales tax paid on construction materials for public safety facilities** was added back into the bill (*the original House and Senate bills both included but was dropped by the working group due to target constraints*).

- Appropriates \$29.3 million to hold harmless 13 counties and underlying taxing districts required to pay **property tax refunds related to Enbridge Pipeline challenges to state assessed property valuations**. The bill also requires DOR to review the assessment process.
- Provides for **increased PILT payments**—equal to 1.5 percent of appraised value—for land within Lake Vermillion-Soudan Underground Mine State Park and adds property to the park.

Two provisions added that apparently have not yet been agreed to were \$24 million for creation of a Capital Projects targeted community grant program, and a dedicated appropriation for MN Tourism.

As previously summarized in Update Issue No. 22, the omnibus tax bill agreement already included:

- full federal tax conformity for PPP loan forgiveness and unemployment benefits up to \$10,200 in 2020.
- Expands the working family credit (WFC) by including 20- and 21-year-olds as eligible and makes other federal tax conforming changes.
- \$20 million for **Homeless Prevention Aid** to counties beginning in CY2023 (*one year deferred from original House proposal*) and going through CY2028 (*one year less than House proposal*). Distribution was altered to set-aside roughly 5% of the funds to ensure a 'floor' amount for each county, with the remaining appropriation distributed based on each counties' share of the number of students experiencing homelessness over the previous three years.
- Authorizes the creation of Fire Protection districts with levy authority.
- Authorizes voluntary energy improvement districts (Article 6, Section 15 – 16)
- Delays the filing deadline for disabled veterans and homestead applications to December 31.
- **Modifies the 4d low-income housing classification** by freezing the 1st tier break at \$100,000 value for 2022 and 2023, then allowing an inflation adjustment to resume: maintaining the current law class rates. Article 6, section 19 requires a 4d affordable housing study.

- **Lowens the state general tax on businesses** by increasing the exempt value from \$100,000 to \$150,000.

With regard to **House proposed changes related to TnT notices and hearings**, the compromise agreement:

- No longer includes the preliminary public hearing requirement prior to setting a preliminary proposed maximum levy.
- Does require county auditors to prepare a separate supplemental budget information document ([see Article 6, section 12, pages 92-93](#)) containing the same information, in the same format as reported to MDE or the State Auditor. The final language continues to be fairly prescriptive, with little opportunity to tailor to a more consumable presentation than is reported to the Auditor.
- Does NOT establish a single Property Taxpayers Day with all county, city, and school district hearings on the same night.

The bill also creates a Film Production Credit. The Tax Bill is likely to be one of the last bills past, and home for any last-minute leadership agreements. Those discussions are also considering inclusion of funding to hold local governments harmless for property tax refunds related to Enbridge along with a refund exemption for sales tax paid by local government on construction materials to construct public safety facilities.

Bonding and Capital Investment

As of this writing, there is apparent agreement to pass and send to the Governor [HF52](#), which includes corrections to prior law appropriations only – no new authorized bonding projects. That bill initially passed the House 103-20 on June 26 as a vehicle bill and passed the Senate 67-0 on 6/28. The Senate floor discussion has indicated there is agreement with the House Speaker to pass the bill on to the Governor.

Traditionally, even-numbered years are 'bonding sessions' with smaller bills in odd-years that are generally focused on asset preservation and core infrastructure. It is uncertain whether a 2021 Bonding will come to fruition; MICA continues to encourage all four caucuses to reach an agreement in the closing hours of Special Session, a bill priced at about \$500 million is being considered.

Both transportation chairs, Senator Scott Newman and Representative Frank Hornstein, have worked hard to find agreement on a transportation budget bill. The differences were great, and no agreement was reached by May 17th, the end of the regular session.

Negotiations were principally between the two chairs. Transportation was given \$200M. In the end, money was allocated statewide to most modes of transportation. Negotiations started to move through the weekend and were completed on Thursday. Both bills passed with bipartisan votes.

The following are some of the highlights of the bill:

- \$14 million for the Local Bridge Replacement Program
- \$5.5 million for the Local Road Improvement Program
- \$12 million for town roads
- \$18 million for small city streets
- \$57.5 million for arterial Bus Rapid Transit
- \$10 million for design and construction to provide for a second daily Amtrak train to Chicago
- Additional \$5 million to CSAH in each biennium (from MnDOT/DPS HUTD changes)
- \$2.598 million in each year of the biennium for costs to reopen all driver's license exam locations that were closed in 2020 due to COVID

The bill does not include language proposed by the governor which was later adopted by the Senate that would have shifted responsibility to counties for the funding of current and future transit guideways.

Substantial trunk highway bonds and general funds were dedicated to specific projects which benefited several MICA counties.

General Fund Projects:

- US Highway 8, 2 to 4 lane expansions in Chisago County \$8 million. Led by Chisago County. If all funding is secured and project development

work is completed, the earliest anticipated start of construction is FY 2025.

- 99th Avenue and Trunk Highway 65 in Blaine \$7 million. Led by Anoka County. If all funding is secured and project development work is completed, the earliest anticipated start of construction is FY 2024.
- US Highway 169, Trunk Highway 282 & County State Aid Highway 9 in Scott County design \$2.5 million. Led by Scott County. If all funding is secured and project development work is completed, the earliest anticipated start of construction is FY 2025.
- Sherburne street and utility reconstruction \$3.03 million. Local project.
- Washington County bridge over I-694 \$3.5 million. Led by Washington County. If all funding is secured and project development work is completed, the earliest anticipated start of construction is FY 2023.
- Trunk Highway 41 Chanhassen roundabout \$1.5 million. Led by Carver County. If all funding is secured and project development work is completed, the earliest anticipated start of construction is 2025.
- I-35 in Dakota County study \$1.4 million.
- Trunk Highways 3, 77 & 55 studies \$2.5 million.
- US Highway 10 in St. Cloud study \$1 million.
- I-35 and County State Aid Highway 9 in Rice County study \$500,000.

Trunk Highway Bond Projects:

- Ramsey Gateway/US Highway 10 \$31 Million. Led by Anoka County. If all funding is secured and project development work is completed, the earliest anticipated start of construction is December 2023 for prep/minor construction (tree clearing, etc.) with 2024/2025 targeted for major construction.
- US Highway 10 in Wadena \$30 million. Led by MnDOT. If all funding is secured and project development work is completed, the earliest anticipated start of construction is FY 2025 or later.

- US Highway 212 in Carver County \$25 million. Led by Carver County. If all funding is secured and project development work is completed, the earliest anticipated start of construction is FY 2024 or 2025.
- I-94 Westbound in Albertville \$27 million. Led by MnDOT. If all funding is secured and project development work is completed, the earliest anticipated start of construction is FY 2023 (assuming design-build).

Other Transportation Priorities Funded and Passed:

- Safe Routes to School - \$5M
- Airports - \$5.5M
- The local bridge grant program statutory fix.
- Language to remove the state residency requirement for county engineers

The transportation budget bill, H.F. 10, was heard and passed in the Senate Finance Committee and then was referred to the Senate floor. The bill passed the Senate on a bi-partisan vote.

Options Remain:

At this moment, momentum has stalled on a possible bonding bill. If there is no bonding bill passed by Wednesday one could be included in the pre-schedule special sessions in July or August.

What did not pass:

- No new constitutionally dedicated revenues were passed to fund roads and bridges.
- No capital bonding bill was passed.

No base funding for the Local Road Wetland Replacement program was established.

Health and Human Services

Nearly \$800 million in federal COVID-19 relief dollars will be spent in the next four years on health and human services under a budget deal passed over the weekend by both the Senate and House. Altogether, the health and human services spending will grow to just shy of \$14 billion in the two-year budget cycle that starts July 1, representing a mix of both state general fund money and federal funding. The omnibus Health and Human Services Finance and Policy bill (SS [HF33](#)) passed both floors on Saturday, June 26. The Senate bill, authored by Senator Michelle Benson (R-Ham Lake), passed the Senate on a 62-4 vote. The bill was immediately sent to the House where the bill, authored by Representative Tina Liebling (DFL-Rochester), passed the House floor on a vote of 69-56.

We are still working our way through the more than 500-page bill. Below is a link to the spreadsheet and a list of some of the county priorities that were included:

[Spreadsheet](#)

Public Health:

- Home Visiting Grants Increase; \$3 million (FY22-23); \$1.5 million (FY24).
- New Local Public Health Funding Distribution Framework; \$15 million (FY22-23); \$15 million (FY24-25).
- Increase Funding for Local Public Health Grants; \$15 million (FY22-23); \$15 million (FY24-25). Note that this is an approximate 30% increase over the base.
- Tobacco and Vaping Prevention; \$8 million (FY22-23); \$8 million (FY24-25).
- Asthma Prevention: \$866,000 (FY22-23); \$1.9 million (FY24-25).
- No reduction to the Statewide Health Improvement Program (SHIP).

Human Services:

- Holding counties harmless for the error related to Institutions of Mental Disease (IMD); \$8.328 million (FY22).
- Several DHS waivers are now permanently extended.

- Adult Mental Health Initiative (AMHI) grants: \$1.75 million per year for the next three years (FY22, FY23 and FY24). AMHI dollars have been crucial, particularly during the pandemic to allow counties and regions across the state to uniquely respond to their community needs. This flexibility has helped counties and our partners hold together a fragile and fractured system while continuing to innovate. Increased funding, albeit one-time, will help us fill the gaps in our system that we all know have grown larger during the pandemic.
- ICF-DD rate increase.
- Court Appointed Counsel for Child Protection Cases: \$520,000 per year for grants to counties

Cost Shifts: Several county cost shifts were proposed by the Senate, including a county cost share for ICF/DD for individuals aged 18-27, changes

to how counties are reimbursed for MnCHOICES and the implementation of a waiver cap. Those proposals were NOT included in the final agreement.

Counties did pick up one cost shift relating to the Child and Adolescent Behavioral Health Services (CABHS) program in Willmar. This proposal was in the Governor's recommendations, as well as both the House and Senate proposals. This brings the CABHS facility in line with the other Direct Care and Treatment facilities where counties have a cost share. The new cost to counties statewide is \$2.458 per biennium.

What was not included:

- Metro Housing Demo
- Telepresence Task Force
- Substance Use Disorder Pretreatment and Coordination Service

General Government and Other

The final **State Government, Military and Veterans Budget bill (SF2)** contains few county provisions beyond election law changes. The agreement:

- creates absentee balloting box security standards, including that each drop box must be continually recorded, as well as publication of locations and other requirements. (See SF2, Chapter 4)
- allows unspent 2019 HAVA appropriations to spent by March 23, 2027 (was 2023);
- appropriates \$750,000 each year for voting equipment grants to local governments.
- Appropriates \$1.0 million each year for local units of government to implement the new absentee ballot box election security provisions.

As anticipated prior to the extended negotiations, all broader changes fell by the wayside, including no voter ID or provisional ballots proposed by the Senate, and no automatic voter registration and restoration of felon voting rights proposed by the House.

Additionally, there is no repeal of or change to the local government compensation limit, which was

included in the House bill but opposed by the Senate. There is also no funding for Web Sensory Accessibility Grants, a House proposal for which counties would have been eligible.

Prior to passing the bill, the Senate added language requiring an immediate end to the COVID-19 Peacetime Emergency, as well as language retroactively capping fines for violating Peacetime Emergency Orders at \$1,000. The House Ways and Means Committee subsequently removed the cap on fines, but retained the language terminating the Peacetime Emergency declared March 13, 2020.

Housing & the Eviction Moratorium "Off-Ramp"

[HF4/SF16](#)—the Housing Omnibus Budget Bill—provides increased funding for a variety of housing programs, \$100 million for housing infrastructure bonds, and an agreement to replace the Governor's executive order moratorium on rental housing evictions with an 'off-ramp' that allows resumption of evictions for non-payment of rent based on a

limited timeline for qualified applicants to apply to #RentHelpMN. Specifically, HF4:

- prohibits termination or non-renewal of a lease for 105 days after enactment, except when there has been a material violation of the lease, and if after 45 days from enactment a tenant who is not eligible for COVID rental assistance has failed to pay rent.
- Prohibits evictions for 105 days after enactment, except when the tenant is endangering others, damaging property, or engaging in criminal activity. Evictions are allowed 15 days after enactment for tenants who have materially violated the lease, and 75 days after enactment for tenants who are not eligible for COVID rental assistance and have not paid rent.
- Requires landlords—during the 105 day ‘off-ramp’ period—to provide a 15-day notice of an eviction filing during which time a tenant can apply for [RentHelpMN](#).
- A tenant who has submitted and is awaiting processing of an application for rental assistance cannot be evicted for non-payment of rent until June 1, 2022

A total of \$672 million of federal funding is available to Minnesota renters and landlords too. The state Housing Finance Agency and counties continue to process applicants for rental assistance with back-rent, and up to 3-months of future rent, through [#RentHelpMN](#). MICA had encouraged a compromise solution be reached to allow for an orderly unwinding.

Of the \$100 million housing infrastructure bonds, \$18.3 million must be for single-family housing and \$15 million must be for manufactured home park improvements.

Workforce, Labor Law & Economic Recovery

HF1/[SF9](#)—the Omnibus Jobs, Workforce, and Economic Growth—provides \$150 million of one-time funding for additional covid business relief and recovery, to be administered through two programs.

Employment Law

The items under consideration with most potential impact for counties related to various employment law provisions. However, in the final agreement there are/is:

- No changes to “wage theft law”
- No employer mandate to provide Earned Sick and Safe Time (ESST)
- No creation a state Paid Family and Medical Leave insurance program
- No requirements for essential worker COVID paid leave for employees not covered by the FFCRA, see however summary of the \$250 million agreement for essential worker pay summarized on page 2.

Accommodations for Pregnancy, Nursing, and Lactating Mothers: Amends current law to require an employer with one or more employees to provide reasonable paid break times for nursing and lactating employees to express milk for the first year after their child’s birth unless it would cause undue disruption. An employee must use existing break times provided by the employer if possible. By incorporating existing pregnancy accommodations into the lactation break section of law, employers with 15 or more employees are now required to provide a requesting employee with reasonable accommodations for health conditions related to pregnancy or childbirth, unless the employer shows it would be an undue hardship, beginning from the start of employment. Some accommodations may require advice from a medical provider.

Business Relief, Job Training & Economic Recovery

While the counties will not receive funds for local grants, these state programs will minimize demands for county ARP funds by providing a key statewide approach for impacted businesses.

- **\$80 million for Mainstreet Economic Revitalization Loan Program** intended to address the greatest economic development and redevelopment needs that have arisen since March 15, 2020.
 - Provides up to 80% loan guarantees for up to 15 years, with a non-state match at 200 percent of the grant amount.

- Loan guarantees limited to \$2 million and 15 years.
- **\$70 million for Mainstreet COVID-19 Relief Grant Program**, ½ for MIF's to serve areas outside of the seven-county metro area, and ½ administered through DEED partner organizations within the metro. Grants are limited to \$750,000 or 30% of the project costs, and

The bill also provides job training incentive grants for employers in Greater Minnesota, as well as automation incentive grants.

Other changes of interest to counties include:

- The greater Minnesota business development public infrastructure program (Minn. Stats. 116J.431, subd. 2) is amended to allow 15% of the development project to be for an ancillary purpose not otherwise eligible for inclusion in the program, if approved by the commissioner. The change applies to previously funded projects.
- Provides a one-time exception to MIF grant restrictions, to allow 80 percent of uncommitted

money to be used as a general-purpose aid if 20% is returned to the state.

- Recipients of Minnesota Investment Fund and Job Creation Fund grants that were unable to meet their agreement due to COVID-19 will have an addition 12-months to December 31, 2022, to do so.
- Provides \$2.5 million each year to increase the number of childcare providers outside the seven-county metro area.

Unemployment law changes include: allows more types of training to be taken and still qualify for unemployment; allows certain high school employees to be eligible for unemployment; and clarifies the certain "leaves of absence" due to COVID to not make one ineligible for unemployment.

SF9 has not yet achieved final agreement or passage, but the difference relates primarily to language added by the House to require certain skilled workers be hired to operate the Marathon Oil Refinery.

Corrections & Public Safety

The public safety budget agreement was released late tonight (Saturday). It was expected to be heard in the Ways and Means Committee Saturday night. That hearing was cancelled, and it was instead heard in House Rules on Sunday with the intent of being taken up on the floor next week before the July 1 deadline. The policy language has not been released as [DE amendment](#), but it is not clear there are enough votes in support of passing the bill in the House at this time.

The [spreadsheet](#) includes a one-time appropriation of \$2.44 million over the biennium for the

Community Corrections Act Subsidy and \$202,000 over the biennium for the County Probation Officer Reimbursement. The funding is tied to a report for a working group that will submit recommendations for core supervision practices and a new method for funding the probation system.

Not included was the \$3 million for emergency management readiness grants or the 911 telecommunications fee extension.

Counties have pressed and continue to urge that the CCA/CPO increase be made a permanent increase.

Multiple omnibus budget and policy bills contain provisions related to MICA's 2021 priorities and for counties, including: [Chapter 3, 1st SS](#) (HF8 - Agricultural Budget), [Chapter 4, 1st SS](#) (HF6 - Commerce, Climate & Energy), [Chapter 1, 1st SS](#) (HF13 - Legacy Finance), and [SF20](#) (Environment & Natural Resources). Highlights for counties include:

- Increased SCORE grant funding of \$700,000 annually beginning in FY2022
- A \$100,000 annual appropriation to begin restoring the \$13.905 million previously transferred out of the Metropolitan Landfill Contingency Action Trust (MLCAT) to solve past budget deficits.
- Increased funding for replacing rural septic systems, including \$1.437 million in each FY2022 and FY2023, and \$1.425 million, each year thereafter, for AgBMP program for which the Commissioner is instructed to 'examine how the department could use up to 1/3rd ... to replace septic systems, and \$1.4 million in FY2022 to Board of Water and Soil Resources for grants to replace failed septic systems.
- Increased funding for AIS
- Strengthened regulation of large volume groundwater extractions for transport/sale outside of Minnesota, such as the 2019 private developer proposal in Dakota County.
- No mortgage and deed transaction fee for SWCD's, continued SWCD base funding from the Clean Water Fund
- Increased funding for Metropolitan Regional Parks by \$850,000 each year, to \$7.45 million

annually from the Natural Resources Fund, while maintaining a General Fund base appropriation of \$2.45 million annually.

- \$100,000 General Fund—rather than MLCAT—to complete a Solar Installation Pilot project at the Anoka-Ramsey Closed Landfill.
- Appropriates up to \$4,500,000 annually to the PCA from the closed landfill investment fund (CLIF) for needed closed landfill response actions, and up to \$9,000,000 annually in the event the commissioner determines there is an emergency, and the annual appropriation will be insufficient. Requires the PCA to report to the legislature if emergency money is appropriated. Sunsets the appropriations on June 30, 2025.
- Authorizes the PCA to acquire interests in a solid waste disposal property if related to closure or post-closure care.
- Prohibits feedlot permits issued by the PCA from including terms imposing requirements related to pastures other than restrictions under a manure management plan or that require implementing nitrogen best management practices as a condition of allowing manure application in October. The new language is effective August 31, 2021, unless the EPA disapproves.
- Prohibition on the manufacture and sale of a food package containing PFAS.

More details will be provided in MICA's End-of-Session Report.

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