



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, August 4, 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.) Statewide Health Improvement Partnership (SHIP) Coordinator – Full Time Position TAB 3

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 – SHIP Coordinator – Full Time Position TAB 3
4.) Payment of County's Warrants and Miscellaneous Bills TAB 4
5.) Minutes from the July 21, 2021 Regular Meeting TAB 5
6.) Advertisement for Vacancy on the Chisago County Planning Commission – District 1 TAB 6
7.) Acceptance of a Donation – Polaris, Children's Water Festival TAB 7
8.) Terms and Date for the Public Sale of Tax Forfeited Land and Sale of Tax Forfeited Land to Adjacent Landowners pursuant to M.S. 282.01. TAB 8

Other County Business:

- 9.) Agreement to Provide School Resource Officer Services - Rush City Schools TAB 9
10.) Coronavirus Emergency Response Grant 2021 – Signing Authority and Accept. of Grant TAB 10
11.) DS Solutions for Online Election Judge Training TAB 11
12.) Zoning & Subdivision Ordinance Consult RFP Responses – Authorization for Contract TAB 12
13.) Ord. Amend. Recommendation –SSTS Ordinance Amendment Type 1 Area Reduction TAB 13
14.) LID North Center to North Lindstrom Channel Surveys and Appraisal Services TAB 14
15.) Monte & Vicki Canfield, "Meadowlark Estates" Final Plat TAB 15
16.) Notice of Retirement of Mr. John Keefe, County Assessor TAB 16
17.) Replace Failing Controller for Courthouse HVAC in Penthouse TAB 17
18.) Personnel Committee (4/20/2021) – Payout of Comp-Vacation – Public Health Nurses TAB 18
19.) Memorandum of Understanding for County Extension Services – University of Minnesota TAB 19

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. 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: August 4, 2021

I. Department Updates/Highlights:

The MN Department of Human Services and the MN Department of Health are continuing to sort through the legislation that was recently passed. As they continue to work on these changes they are slowing passing information on to the counties, letting us know what the impact will be locally, and how the expiration of many of the peacetime emergency waivers will impact our citizens. Our staff are seeing an increase in workload, as these updates occur. As more guidance is provided we will continue to support our citizens and inform the Board of any significant impacts. Additionally, we are continuing to see updates or changes to funding allocations. In most cases these appear to be small increases, but in some cases it appears to just be shifting of money from one allocation to another. Over the next few weeks I'm sure we will continue to receive more updates.

As Part of our continuing remote work plan, we have recently added a Consumer Satisfaction Survey to the Chisago County Website. We are asking constituents to complete this very brief survey to confirm that the citizens of Chisago County are receiving all the necessary supports and services they require and to identify any areas that we may need to make adjustments in, to better serve the community, as we continue to operate in our hybrid model.

Chisago County has been approached by an agency that wants to open an Intensive Residential Treatment Services (IRTS) facility or develop a Day Services facility (for individuals with mental health needs) here in Chisago County. As we have discussed many times, mental health services are lacking across the state of Minnesota, and particularly here in our region, so we are exploring possible options in working with this provider. This development would require the consent of the Department of Human Services as well.

The Aging and Disability Division of Health and Human Services just completed their state audit that took place July 12th – 16th. This audit is generally conducted every three years, however, was delayed last year due to COVID-19. We have not received our final report yet, but the out brief with DHS was overall very positive. The auditors particularly noted the significant number of high need individuals that Chisago County is able to serve in their own homes or in the community, rather than in institutional placements. This is a significant cost savings to the state. Also noted by the auditors is the positive working relationship that has developed between our agency and Thomas Allen (one of our contracted case management companies); at the same time noting the fact that many of the issues that were identified were in cases managed by other contracted case management companies.

Public Health continues to offer COVID vaccinations at the North Branch Office. They have also recently conducted a vaccination clinic at the Chisago County Fair in partnership with U Care. Minnesota Department of Health also provided two different clinics at the North Branch County Market. Our local Public Health did provide support, via advertising and outreach, to both of these clinics. Public Health will also have staff available at North Branch National Night Out and Wyoming National Night Out to give vaccinations there, as well.

Chisago County and Health and Human Services are required to convene the Public Health Board during the year, and as such, we are planning on having the September Board Meeting be a Public Health Board.

The Veterans Service Officer is continuing his Coffee Talks in both North Branch and Chisago City. Attendance for these events continue to increase as more veterans are becoming aware of them.

II. Financial Notes:

We are over half way through 2021. At this point in time, Health and Human Services continues to be on track with both our revenue and spending. With 50% of the year past we are currently at 52% for our revenue and 44% for our spending. While we are pleased with our current position, I would just remind everyone that the situation can change rather abruptly, due to unforeseen occurrences. Our staff continuing working hard to meet the needs of the citizens of the county and at the same time seek all appropriate funding opportunities. Our collections staff have also increased their collection efforts this year, and with half the year still ahead of us they have already collected 80% of the entire amount collected last year.

III. Staffing Updates:

We have hired two new Home and Community Based Services Case Managers and one new Behavioral Health Case Manager. We continue our search for another Behavioral Health Case Manager.

Health and Human Services needs a new Statewide Health Improvement Partnership (SHIP) Coordinator. At this time, I would like to have our Statewide Health Improvement Partnership (SHIP) Coordinator position be a full time county employee, rather than a contracted employee as she was previously. See attachment and Request for Board Action.

IV. Review of Requests for Board Action

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
August 4, 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>
7/23/2021	\$240,155.07		County's Warrants
7/23/2021	\$53,704.89	8/4/2021	Auditor's Warrants

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

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 3
Title of Item for Consideration: Request to hire a Statewide Health Improvement Partnership (SHIP) Coordinator – Full Time	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County Health and Human Services/ Public Health through the SHIP Program is creating good health for parents, kids, and the whole community by decreasing obesity, and reducing the number of people who use tobacco or are exposed to tobacco smoke. By the County having a SHIP Coordinator, the County will ensure that the needs of the County and the SHIP program are met, previously the SHIP Coordinator was contracted and not a County Employee, this position will continue to be 100% grant funded with continued employment contingent upon continued grant funding. Attachment(s): Powerpoint Slides Describing Position	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the request to hire a Statewide Health Improvement Partnership (SHIP) Coordinator – Full Time. The suggested motion is as follows: <i>“Move to approve the request to hire a full time SHIP Coordinator.”</i>	
Implications of Action: Board approval at tonight’s meeting will increase Chisago County’s ability to hire from and increase the pool of candidates, the process of hiring will be easier, supervision, and accountability will be easier, retention will be increased as the employee will feel more valued and a true member of the team. Budget/Financial Implications: 100% Grant Funded. 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 _____
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HHS Personnel Request August 4, 2021

Request to hire a Statewide Health Improvement Partnership (SHIP) Coordinator as a full time Health and Human Services/Public Health employee.



SHIP Coordinator proposal

- Background:
 - Previous SHIP Coordinator was contracted, not a County employee.
 - The contract provided a monthly stipend of \$5,238.13 (\$62,858.32 annually)
 - The contract was capped at \$67,558.32 annually.
 - The position was 100% grant funded through the SHIP Grant allocation.
- Plan for employee position:
 - Grade 22; current salary range \$47,299 to \$64,792 annually.
 - The position would continue to be 100% grant funded with continued employment contingent upon continued grant funding.



SHIP Grant Four Year Annual Cost Summary

	<u>Grant \$\$ Received From the State</u>	<u>Grant \$\$ Awarded to our Community</u>
• 2018	\$189,787	\$103,739.92
• 2019	\$189,787	\$ 75,136.04
• 2020	\$189,787	\$ 67,457.45
• 2021	\$189,787	\$ 24,420.38 as of June 30

• If we were to hire an employee at a grade 22, and adding benefits to the position, we would continue to have adequate funding for our community SHIP grants to continue at their current levels.



SHIP Coordinator as an Employee

- Advantages to having the SHIP Coordinator a County Employee:
 - Increased candidate pool when hiring
 - Easier hiring process
 - Easier to supervise employee
 - Increased accountability for the employee
 - Likely increased retention of employee, employee feels more valued

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
August 4, 2021**

TAB #4

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 7/28/2021 \$345,423.82

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

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, July 21, 2021**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, July 21, 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 Assistant County Attorney Jeff Fuge.

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 Greene, 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 from 6:31 p.m. to 6:43 p.m. *No action was taken.*

On motion by Greene, seconded by Dunne, the Board moved items 1-4 and #18 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 6:43 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – Variance Request for CSAH 19 Project
- 3.) R&B Committee Recommendation – TH 8 Reconstruction LRIP Grant for Final Design
- 4.) R&B Committee Recommendation – Eminent Domain Resolutions CSAH 23/24/26
- 5.) Minutes from the July 7, 2021 Regular Meeting
- 6.) Payment of County’s Warrants and Miscellaneous Bills

- 7.) Application for Temporary Liquor Licenses – Franconia Sculpture Park and Hay Days
- 18.) Out of State Travel Request for County Engineer Joe Triplett to attend the MN Transportation Alliance Fly in Conference in Washington, D.C. September 21-23, 2021.

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

On motion by Greene, seconded by 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 Greene, seconded by Dunne, the Board moved to approve and authorize the signature of the SCORE Grant Agreement FY 22-26 with the State of Minnesota. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Robinson, seconded by Greene, the Board moved to approve the Dogwood Addition Preliminary Plat located in Nessel Township, at 49150 Dogwood Avenue (PID #06.00553.00). 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 and Authorize Publication of Zoning Ordinance Amendment No. 072121-1 An Ordinance Amending Section 3. Definitions; Section 4 General Provisions; Section 5. Zoning District Provisions; Section 6. Special Management Overlay Districts; And Section 7. Performance Standards; of the Chisago County Zoning Ordinance No. 08-3 By Amending And Removing Buildable Area Requirements And Adding Home Site Area Definition And Standards. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson. **OPPOSED:** Montzka.

On motion by Greene, seconded by Dunne, the Board moved to revisit the following ordinance amendment to include a variance process; Publication of Subsurface Sewage Treatment System Ordinance Amendment No. 072121-2 An Ordinance Amending Section 6 General Requirements; And Section 7 SSTS Standards; Of The Chisago County Subsurface Sewage Treatment System Ordinance No. 10-1 By Removing Buildable Soil Area Requirements And Reducing Percolation Tested Soils Area And Holding Tank Allowance. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson **OPPOSED:** Montzka.

On motion by Greene, seconded by Dunne, the Board moved approve and authorize Publication of Subdivision Ordinance Amendment No. 072121-3 An Ordinance Amending Section 1 General Provisions of The Chisago County Subdivision Ordinance

By Removing Buildable Area Requirements And Adding Home Site Area Requirements. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne **OPPOSED:** Montzka, Robinson.

On motion by Greene, seconded by Dunne, the Board moved approve and Authorize Publication Of Shoreland Ordinance Amendment No. 072121-4 An Ordinance Amending Section 7 Subdivision / Platting Provisions Of The Chisago County Shoreland Management Ordinance By Allowing Holding Tank Provisions.” The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne **OPPOSED:** Montzka, Robinson.

CITIZENS FORUM

TIME – 7:33 p.m.

END TIME – 7:33 p.m.

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

On motion by Greene, seconded by Dunne, the Board moved to accept the July 13th Budget and Finance Report . The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Robinson, seconded by Greene, the Board moved to authorize out of state travel for Emergency Communications Manager Jake Thompson to attend the National APCO conference and the Motorola Trunked User Group meetings in San Antonio, Texas, August 14-21, 2021. 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 approve the out of state travel requests for the Pro Phoenix Conference in Wisconsin Dells, WI. 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 out of state travel request for Michelle Schopper to travel to Connecticut to provide child protective services to a client that is residing in a specialized facility. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to approve the requested credit card limit increase at tonight’s meeting. 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 approve the attached Proclamation, proclaiming July 27th, 2021 as “County Staff Appreciation Day in Chisago County.” 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 Montzka, seconded by Dunne, the Board adjourned the meeting at 7:49 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: August 4, 2021	Item Number: 6
Title of Item for Consideration: Advertisement for Vacancy on the Chisago County Planning Commission – District 1	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: Every year the Board of Commissioners is asked to appoint to specific County Committees at their meetings and/or as retirements or resignations occur. Due to these vacancies, the Board approves advertising for the vacancies before appointing to the committee.	
Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is needed to appoint a citizen to a committee. Jim Froberg's is resigning from the Chisago County Planning Commission. With County Board approval, the vacancy will be advertised on the Chisago County official website and in the Chisago County Press before the applicant/applicants are appointed to their committee. Mr. Froberg's term was to expire on 12/31/2022. Mr. Froberg's appointment is district specific.	
Attachment(s): • Advertisement • Letter of Resignation – Jim Froberg	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve advertising for the vacancy on the Chisago County Planning Commission. The following motion is suggested; <i>“Move to approve advertising of the vacancy on the Chisago County Planning Commission for District 1.”</i>	
Implications of Action: If the motion is made, the County Board will approve advertising the vacancy on the Chisago County Planning Commission.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are 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 _____

Chisago County Planning Commission Seeks Applicants

The Chisago County Board of Commissioners seeks one (1) applicant for appointment to the Chisago County Planning Commission. The Planning Commission needs a District 1 appointment. The Planning Commission's purpose is to promote the proper planning and development of Chisago County. The Planning Commission is established pursuant to Minnesota State Statute 394 and has the following duties and responsibilities:

This Board shall have the following powers with respect to the Chisago County Zoning and Subdivision Ordinance:

1. To adopt rules for the transaction of its business and shall keep public record of its transactions, findings, and recommendation.
2. To cooperate with the Zoning Administrator and other employees of the County in preparing and recommending to the Board for adoption, comprehensive plans and recommendations for plan execution in the form of official controls and other measures, and amendments thereto.
3. To provide assistance to the County Board and Zoning Administrator in the administration of the zoning and subdivision ordinances and shall review, hold public hearings and make recommendation to the County Board.
4. Such other duties as the County Board may request or prescribe.

This appointment is to complete the current District 1 term which expires on 12/31/2021. The meetings are held on the 1st Thursday of every month at 7:00 p.m. in Room 131 of the Chisago County Government Center. Interested citizens must submit an **Application for Appointment Form** to the Chisago County Clerk of Board, 313 North Main Street, Room 175, Center City, MN 55012. The form is available by contacting County Administration at 651/213-8830 or by going to <http://mn-chisagocounty.civicplus.com/>. Information about the position is available from the Clerk of the Board at 651/213-8877 and on our website, <http://mn-chisagocounty.civicplus.com/>.

The Board requests that Applications for Appointment be received by August 28, 2021 by the end of the business day. However, the Board reserves the right to extend the application deadline.

To Whom it may concern,

As of July 24th, 2021, I, Jim Froberg, resign my position on the Chisago County Planning Commission.

Thank you,

Jim Froberg

A handwritten signature in blue ink that reads "Jim Froberg". The signature is written in a cursive style with a large, looping "J" and a long, sweeping underline that extends to the right.

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 7
Title of Item for Consideration: Acceptance of a Donation – Polaris, Children’s Water Festival	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy (Policy 2007-4) regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.	
Background: Polaris wants to donate \$500.00 to Chisago County to support the 2022 Children’s Water Festival. Attachments: Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners accept the donation of \$500.00 from Polaris. The suggested motion to approve is: <i>“Move to approve by Resolution the acceptance of a donation of \$500.00 for the 2022 Children’s Water Festival from Polaris.”</i>	
Implications of Action: Acceptance of the donation via the attached resolution will allow the County to accept the financial donation for the 2022 Children’s Water Festival. Budget/Financial Implications: There are no budgetary or financial consequences to this the passing of the Resolution. 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
Board of Commissioners**

**Acceptance of Donations by the Chisago County Children's
Water Festival**

**RESOLUTION NO: 21/0804-X
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY CHILDREN'S WATER
FESTIVAL**

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

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

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

- Polaris: \$500.00 for the Children's Water Festival



POLARIS®

Check Request Number: [REDACTED]

Check Date: 7/21/2021

Date Needed: 7/21/2021

Amount: 500.00

Check Description: Wyoming
Contributions
Committee

Entity ID:

P78712

Vendor Address:

COUNTY OF CHISAGO
CHISAGO CITY GOVT CTR,
RM 313 N MAIN ST
CENTER CITY, MN 55012

Vendor Account Number:

Vendor Currency: USD

Check Request Number: [REDACTED]

Payment Type:

Immediate Payment Option: No

Special Instructions:

Send Check with Attachment: Yes

Forward Check To: No

Other: No

Requestor: [REDACTED]

Date: 7/21/2021

[Upload](#)

[Cancel](#)

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number:
Title of Item for Consideration: Terms and Date for the Public Sale of Tax Forfeited Land and Sale of Tax Forfeited Land to Adjacent Landowners pursuant to M.S. 282.01.	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: The classification and appraisal of tax forfeited land was approved by the County Board at various times with the most recent on May 19, 2021.	
Background: On December 10, 2018 parcels on the tax forfeited land sale lists were offered for sale at a tax sale and some of the parcels did not sell for the minimum appraised value. A new minimum needs to be established and a new sale date set for those properties. A list identifying parcels that are being assigned new values are attached for your review and are incorporated into the resolution for approval. Parcels on list 2019-1 are properties that we are requesting approval of the listed appraised value, authorization to hold a public sale June 20, 2019 at 10:30 a.m. with the terms as outlined in the resolution and authorize advertisement of the sale. The minimum bid for each parcels is the appraised value as listed in the resolution. Parcels on list 2019-2 are properties that we are requesting approval of the listed appraised value and authorization to hold a sale to adjacent landowners on June 20, 2019 at 11:30 a.m. with the terms outlined in the resolution. These parcels are unbuildable and/or have no road access so are only being offered to adjacent landowners. The minimum bid for each parcels is the appraised value as listed in the resolution. We have increased marketing efforts to try to bring awareness of our sale to hopefully increase sales of our forfeit properties. Currently notice of the sale is published in the official newspaper, posted at our office and on the County website. Notice of the sale is mailed to property owners within 300' of the property to be sold. We have posted signs at some of the more prominent parcels that are for sale and have contacted all of the cities and townships and asking them to post notice of the sale at their facilities. Attachment(s): • List of parcels being Reappraised • <i>Proposed</i> Resolution for public sale of tax forfeit land along with tax forfeited land list 2019-1 • <i>Proposed</i> Resolution for sale of tax forfeit land to adjacent landowners and tax forfeited land list 2019-2	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the attached resolutions approving the sale of tax forfeited land. The suggested motion is as follows:	
<i>“Move to Approve the attached resolutions approving the sale of tax forfeited land.”</i>	

Implications of Action: If a sale is not held at this time none of these properties can be returned to the tax rolls. Because it would be in the best interest of the County to dispose of these parcels as soon as possible the sooner we have the initial sale the sooner new minimums can be set for parcels that do not sell and a subsequent sale can be held on any parcels not sold which will hopefully return most of these parcels to the tax rolls. For the parcels that have been re-evaluated, it is our hope that the new minimums will ensure a sale of these parcels. Because of the higher minimums on some of the parcels I am recommending the terms of the sale be cash only except for those properties selling for over \$40,000 which can be purchased for 30% down with the balance due 90 days after the sale with 5% interest on the unpaid balance.

Budget/Financial Implications: The sale of these properties will generate revenue to replace the lost revenue from the unpaid taxes and get the properties back on the tax roll.

Legal/Policy Implications: The proposed sale and the steps leading up to the sale meet the requirements of M.S. 282.01.

Administrator's Recommendation

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

Parcels Reappraised for June 20, 2019 Sale

Parcel #	Original Value	Last Sale Value	New Value	
03.00605.10	35,892.36	35,892.36	15,978.84	\$978.84 for Assessments Levied After Forfeiture
03.01090.00	500.00	100.00	50.00	
05.00071.30	45,000.00	45,000.00	20,000.00	
06.00368.10	1,000.00	250.00	125.00	
07.00136.00	30,000.00	30,000.00	15,000.00	
09.00472.30	15,000.00	15,000.00	7,500.00	
11.01068.58	139,000.00	75,000.00	50,000.00	
17.00068.00	100.00	100.00	50.00	
17.00317.00	10,000.00	5,000.00	500.00	
17.00685.27	7,000.00	3,500.00	2,000.00	for both townhouse lots 17.00685.27 - 17.00685.28
17.00685.28	7,000.00			
21.00059.00	180.00	25.00	25.00	
21.10542.10	1,000.00		30,000.00	for both 21.10605.00 & 21.10542.10
21.10605.00	100,000.00	50,000.00		
21.11120.00	125,000.00	125,000.00	62,500.00	
21.11121.00	100,000.00	100,000.00	50,000.00	

**Chisago County
Board of Commissioners**

**RESOLUTION FOR PUBLIC SALE OF TAX
FORFEIT LAND ALONG WITH TAX FORFEITED
LAND LIST 2019-1**

**RESOLUTION NO: 21/0804-X
RESOLUTION FOR PUBLIC SALE OF TAX FORFEIT LAND ALONG WITH
TAX FORFEITED LAND LIST 2019-1**

BE IT RESOLVED That the parcels of lands forfeited to the State for non-payment of taxes, appearing on the List of Tax Forfeited Land #2021-1 filed with the County Auditor-Treasurer, which have been classified and appraised as provided by M.S. 282.01 shall be offered for sale by the County Auditor-Treasurer, said sale to commence at 9:30 A.M. on the 15th day of September, 2021, in Room 150B of the Chisago County Government Center and the County Auditor-Treasurer is hereby directed to publish a notice of sale as provided by law.

BE IT FURTHER RESOLVED That the terms of the sale shall be as follows:

1. Full payment shall be made the day of the sale except for those parcels selling for over \$40,000 which can be purchased for 30% down with the balance due within 90 days of the sale plus interest of 5% on the unpaid balance.
2. No bid can be accepted for less than the appraised value.
3. All property will be sold as is with no guarantee as to title or marketability.
4. Any property subject to special assessments may have all or part of the assessment reinstated after the sale, by the municipality.
5. The following costs will be payable beyond the sale price, in addition to the 30% down, the date of the sale.

A. State Deed Fee	25.00
B. Recording Fee	46.00
C. State Deed Tax	.33% of the sale price
D. Assurance Fee	3% of the sale price

LIST OF TAX FORFEITED LAND #2021-1 FOR SALE TO PUBLIC

Residential Properties

RADON WARNING STATEMENT

The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator. Every buyer of an interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling. Chisago County is not aware of any radon testing conducted on these properties, the presence of a radon mitigation system on these properties, radon concentration levels or radon records on these properties.

Parcel #	Description	Appraised Value	Assessments Before Forfeiture
<i>Fish Lake Township</i>			
03.00394.00 Specials after forfeiture: Basic Sale Price:	That part of the southwest ¼ of the northwest ¼, Section 26, Township 36, Range 22, described as follows: beginning 8 chains, 54 links east, 25 degrees north of the southwest corner of said southwest ¼ of northwest ¼, at north side of Cambridge Road; then east 25 degrees north on said road 158 links; then north 2 chains, then west 25 degrees south, parallel with said road 158 links; then south 2 chains to the place of beginning.	5,000.00 0.00 5,000.00	
<i>Rush City</i>			
17.00569.00 Specials after forfeiture: Basic Sale Price:	West 100 Feet of Lots 2, 3 & 6, Block 2, John E Smith's Second Addition to Rush City	40,000.00 0.00 40,000.00	
<i>Wyoming</i>			
21.00011.00 Specials after forfeiture: Basic Sale Price:	That part of the West 1/2 of the Northeast 1/4 of the Northeast ¼, Section 19, Township 33, Range 21, lying north of south 358.97 feet thereof and lying southeasterly of the center line of the west branch of the Sunrise River.	70,000.00 .00 70,000.00	93.31
Non-Residential Properties			
<i>Fish Lake Township</i>			
03.00694.00 Specials after forfeiture: Basic Sale Price	Lot 5, Block 4, Cambridge Lake Estates Unit 1	500.00 0.00 500.00	
<i>Lent Township</i>			

LIST OF TAX FORFEITED LAND #2021-1 FOR SALE TO PUBLIC

05.00071.30 Specials after forfeiture: Basic Sale Price	The south 300 feet of the east 726 feet of the Southeast ¼, Section 6, Township 34, Range 221, excepting therefrom Parcel 3, Chisago County Highway Right-of-Way Plat No. 31	10,000.00 0.00 10,000.00	
North Branch			
11.01068.58 Specials after forfeiture: Basic Sale Price:	Outlot D, Wood Duck Ponds	25,000.00 0.00 25,000.00	149,364.40
Rush City			
17.00052.50 Specials after forfeiture: Basic Sale Price:	All of the Southwest ¼ of the Northeast ¼ Section 20, Township 37, Range 21, lying East of the Easterly Right-of-Way of U.S. Interstate 35. Excepting therefrom the following described parcel: That part of the Southwest ¼ of the Northeast ¼ Section 20, Township 37, Range 21, Chisago County, Minnesota lying northerly of the South 611 feet thereof and lying east of the easterly right-of-way of Interstate Highway No. 35. Said South 611 feet being measured at right angles to the south line of said Southwest ¼ of Northeast ¼. Excepting therefrom the following described parcel: That portion of State Highway No. 361, lying within the Southeast ¼ of the Northeast ¼ of Section 20, Township 37, Range 21, Chisago County, Minnesota, described in Document No. 122838. Subject to any easements, restrictions and reservation of record, if any.	75,000.00 0.00 75,000.00	
17.00386.00 Specials after forfeiture: Basic Sale Price:	West 22 Feet of East 100 Feet of Lots 2 & 3, Block 22, Rush City	20,000.00 0.00 20,000.00	
Wyoming			

LIST OF TAX FORFEITED LAND #2021-1 FOR SALE TO PUBLIC

21.10605.00 & 21.10542.10 Specials after forfeiture: Basic Sale Price:	That part of the Southwest Quarter of the Southwest described as follows: Commencing at the Southwest corner of said Section 29; thence Easterly along the South line of said Southwest Quarter of the Southwest Quarter a distance of 354 feet, thence Northerly at a right angle 1092 feet to the point of beginning, thence continue Northerly on a projection of the last described line to the North line of said Southwest Quarter of the Southwest Quarter; thence Westerly along said North line to the West line of said Southwest Quarter of the Southwest Quarter, thence Southerly along said West line to the intersection with a line drawn westerly parallel With the South of said Southwest Quarter of the Southwest Quarter from the point of beginning thence easterly along said parallel line to the point of beginning. Section 30, Township 33, Range 21 And That part of the Southeast Quarter of the Southeast Quarter, Section 29, Township 33, Range 21, lying Northerly of the South 720 feet lying Easterly of the Easterly right of way line of Interstate Highway No. 35 and lying Northerly, Westerly and Northwesterly of the following described line; Commencing at the Southeast corner of said Section 30; thence West assumed bearing along the South line of said Section 30 a distance of 221 feet to the point of beginning of said line to be described; thence North 1092 feet; thence East to the East line of said Southeast Quarter of the Southeast Quarter and said line there terminating. Except public waters.	5,000.00 0.00 5,000.00	183,512.66
21.10687.00 Specials after forfeiture: Basic Sale Price:	That part of the southeast ¼ of the southwest ¼, Section 33, Township 33, Range 21, described as follows: beginning at a point on the south line of section 33, a distance of 2064.8 feet east from the	1,000.00 0.00 1,000.00	

LIST OF TAX FORFEITED LAND #2021-1 FOR SALE TO PUBLIC

	southwest corner thereof, then north 86 feet, then west 206.5 feet, more or less, to the center line of Greenway Ave north, then southerly along said center line 86.4 feet, more or less, to the south line of Section 33; then east along said south line 198.5 feet to the point of beginning.		
21.11120.00 Specials after forfeiture: Basic Sale Price:	All that part of Section 29 Township Range 21 described as follows: Commencing at the Center of the Southwest ¼ of Section 29, thence North 575 feet to the point of beginning of the tract of land to be conveyed; thence North 15 degrees west to the South line of the road as per plat on file; thence North and East along said road to a point North 10 degrees East of point of beginning; thence South 10 degrees West to the point of beginning.	31,000.00 0.00 31,000.00	311,527.60
21.11121.00 Specials after forfeiture: Basic Sale Price:	All that part of Section 29 Township 33 Range 21 described as follows: Commencing at the Center of the Southwest ¼ of Section 29, thence North 575 feet to the point of beginning of the tract of land to be conveyed; thence North 39 degrees west 1,221 more or less to the South line of the road as per plat on file; thence North 57 degrees 43 minutes East along said road 542.4 feet more less to a point North 15 degrees West of point of beginning; thence South 15 degrees West 1,276 feet more or less to the point of beginning.	25,000.00 0.00 25,000.00	217,806.50

**Chisago County
Board of Commissioners**

**RESOLUTION FOR SALE OF TAX FORFEIT LAND TO
ADJACENT LANDOWNERS AND TAX FORFEITED
LAND LIST 2019-2**

**RESOLUTION NO: 21/0804-X
RESOLUTION FOR SALE OF TAX FORFEIT LAND TO ADJACENT LANDOWNERS
AND TAX FORFEITED LAND LIST 2019-2**

BE IT RESOLVED That the parcel of land forfeited to the State for non-payment of taxes, appearing on the List of Tax Forfeited Land #2021-2 and filed with the County Auditor-Treasurer, which have been classified and appraised as provided by M.S. 282.01 shall be offered for sale by the County Auditor-Treasurer to the *adjoining landowners*, pursuant to M.S. 282.01 Subdivision 7A, said sale shall be by auction and will commence at 10:30 a.m. on the 15th day of September, 2021, in Room 150B of the Chisago County Government Center. The County Auditor is hereby directed to mail written notice of the sale as provided by law.

BE IT FURTHER RESOLVED That the terms of the sale shall be as follows:

1. No bid can be accepted for less than the appraised value.
2. All property will be sold only to adjacent landowners.
3. All property will be sold as is with no guarantee as to title or marketability.
4. Any property subject to special assessments may have all or part of the assessment reinstated after the sale, by the municipality.
5. The following costs will be payable beyond the sale price.
 - A. State Deed Fee 25.00
 - B. Recording Fee 46.00
 - C. State Deed Tax .33% of the sale price
 - D. Assurance Fee 3% of the sale price

LIST OF TAX FORFEITED LAND #2021-2 FOR SALE TO ADJACENT LANDOWNERS			
Non-Residential Properties			
Parcel #	Description	Appraised Value	Assessments Before Forfeiture
<i>Fish Lake Township</i>			
03.01090.00	Lot 9, Block 3, Cambridge Lake Estates	25.00	
Specials after forfeiture:	Unit 4	<u>0</u>	
Basic Sale Price:		25.00	
<i>Rushseba Township</i>			

LIST OF TAX FORFEITED LAND #2021-2 FOR SALE TO ADJACENT LANDOWNERS			
07.00096.00 Specials after forfeiture: Basic Sale Price:	The west two rods of the Northeast ¼ of the Southwest ¼, Section 30, Township 37, Range 20.	200.00 0.00 200.00	
07.00434.00 Specials after forfeiture: Basic Sale Price:	South 1 rod of the Southeast ¼ of the Northeast ¼, Section 29, Township 37, Range 21. road	300.00 0.00 300.00	
<i>Sunrise Township</i>			
09.00733.00 Specials after forfeiture: Basic Sale Price:	Lots 23 & 24, Block 52. Sunrise City	600.00 0.00 600.00	
<i>Rush City</i>			
17.00068.00 Specials after forfeiture: Basic Sale Price:	Part of the Northeast ¼ of the Northwest ¼, Section 21, Township 37, Range 21, described as follows: Beginning at the Northwest corner of Lot 11, block 1, John E Smith's 2 nd Addition to Rush City; then west 80 feet; then north 10 feet; then east 80 feet; then south 10 feet to the place of beginning.	25.00 0.00 25.00	

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 9
Title of Item for Consideration: Agreement to Provide School Resource Officer Services - Rush City Schools	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: On June 13, 2018 and August 5, 2020 the Board approved the contract with the Rush City School Board and the City of Rush City to provide a School Resource Officer for the 2018 – 2021 school years.	
Background: The Sheriff's Office along with the Rush City School Board and the City of Rush City wanted to implement a School Resource Officer into the school district for safety and security reasons. The School Board and the City of Rush City both agree to collectively purchase a total of 1100 contracted School Resource Officer hours to be used in the school district. The Rush City School District and City of Rush City have both already approved this agreement.	
Attachment(s): Agreement to Provide School Resource Officer Services- Rush City School	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Agreement to Provide School Resource Officer (SRO) Services for the Rush City School District. The suggested motion is as follows: <i>“Move to approve the agreement to provide School Resource Officer Services for Rush City School District for the 2021-2022 school year.”</i>	
Implications of Action: By the Board approving this action, the Sheriff's Office will continue to be able to provide a School Resource Officer to the Rush City School District.	
Budget/Financial Implications: This position is already budgeted in the Sheriff's Office 2021 and 2022 personnel budgets.	
Legal/Policy Implications: The County Attorney has reviewed the agreement and approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**AGREEMENT TO PROVIDE
SCHOOL RESOURCE OFFICER (SRO) SERVICES TO
RUSH CITY SCHOOL.**

This is an Agreement between political subdivisions consisting of County of Chisago (hereinafter referred to as the "COUNTY"), by and through the Chisago County Sheriff's Office, 15230 Per Rd., Center City, Minnesota 55012; the City of Rush City, (hereinafter referred to as the "MUNICIPALITY"), located at 325 So. Elliot Ave. Box 556, Rush City, MN 55069, and Rush City Public School District, Independent School District 139 (hereinafter referred to as the "SCHOOL") located at 51001 Fairfield Ave., PO Box 566, Rush City, Minnesota 55069 (collectively referred to herein as the "PARTIES") to provide School Resource Officer services to the SCHOOL for the period September 1, 2021 through August 31, 2022.

WHEREAS, the COUNTY, through the Chisago County Sheriff's Office (hereinafter referred to as the "SHERIFF") provides law enforcement services to the MUNICIPALITY, under a separate contract pursuant to Minnesota Statute §436.06, consisting of patrol services within the residential areas, businesses, parks and other public properties, enforces state statutes and ordinances of the MUNICIPALITY, and this Agreement shall be separate from that Agreement;

WHEREAS, the PARTIES wish to cooperatively provide "School Resource Officer" (also referred to herein as "SRO") services to the SCHOOL to enhance security and safety within the SCHOOL facilities and SCHOOL property; to build positive relationships between law enforcement, students and school staff; and to increase individual accountability on a consistent basis. The PARTIES agree that it would be advantageous to the SCHOOL and the MUNICIPALITY to contract with the COUNTY for said services;

WHEREAS, such agreements are authorized under Minnesota Statutes § 471.59 authorizing any two or more governmental units to come together to jointly exercise their powers, and specifically authorized for by the provisions of Minnesota Statute § 436.05 authorizing the governing bodies of towns and the sheriff of any county to contract for the furnishing of police/law enforcement services;

WHEREAS, the PARTIES to this Agreement acknowledge the purpose of this Agreement is to formalize the relationship for the SHERIFF'S increased services to the SCHOOL. The purpose is to further, heighten availability of law enforcement for responses to the SCHOOL's calls for service; secure law enforcement presence at SCHOOL events and facilities, and increase response to, and investigation of, criminal or delinquent offenses committed on school grounds or facilities; and

WHEREAS, the COUNTY is agreeable to rendering such services, which shall be referred to as "School Resource Officer" (SRO) services, on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, the COUNTY, the MUNICIPALITY, and the SCHOOL agree as follows:

I. SCOPE OF SERVICES

1.1 **The COUNTY.** The COUNTY, by and through the SHERIFF, agrees to provide "School Resource Officer" services to the SCHOOL which will include, but not be limited to, the following:

- A. Increase physical presence and engage with students and staff during SCHOOL hours or at designated SCHOOL events to establish rapport between the SRO and the student population;
- B. Patrol SCHOOL grounds and facilities during specified times or events in order to:

- (1) Reduce or deter incidents of school violence;
 - (2) Maintain a safe and secure environment on school grounds;
 - (3) Reduce frequency or intensity criminal, delinquent, or juvenile petty offenses;
 - C. Coordinate with SCHOOL administration and staff the SCHOOL's Emergency Operations Plans and the implementation of any safety drills including fire, inclement weather, active shooter or other lock-down drills;
 - D. Periodically review and assess the SCHOOL's physical space, policies, and/or procedures to complete a threat assessment and evaluate potential risks for student and staff safety;
 - D. Present drug awareness and resistance education (DARE or other similar program) to students or provide personal safety education to students and/or staff as requested by SCHOOL administration;
 - E. Respond to complaints and investigate matters of alleged criminal or delinquent activity;
 - F. Provide appropriate, and when warranted, immediate response and interventions regarding students who may be abused, neglected and otherwise maltreated pursuant to Minnesota Statutes § 626.556 or Minnesota Statutes § 260C.001 *et seq.* This response may include making reports to the local social service agency, taking immediate action to place a student on a hold pursuant to Minnesota Statute § 260C.175; or enforcing court orders;
 - G. Assist SCHOOL staff and respond to concerns of visitors at the SCHOOL facilities, including the presence of unauthorized adults, allegations of trespass or threatening behaviors, and alleged violations of Orders for Protection, Domestic Abuse No Contact Orders or Harassment Restraining Orders;
 - H. The School Resource Officer shall submit to the PARTIES quarterly activity reports detailing the activities of the SRO within the SCHOOL. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued; however, no information will be provided which would disclose private or confidential data.
- 1.2 All services shall be provided for during times and at a rate as described in Exhibit A, which is attached hereto and made a part of this Agreement.
- 1.3 Except as otherwise hereinafter specifically set forth, SRO services shall encompass duties and functions of the type within the jurisdiction of a licensed peace officer, including but not limited to:
- A. Enforcement of criminal law and protection of students and staff and the public against criminal activity; the SRO shall follow the Sheriff's Office chain of command; adhere to SHERIFF's policies and procedure; and comply with the COUNTY'S Personnel Manual;
 - B. Complete reports related to any reported incidents of alleged criminal or delinquent activity and investigate said incidents consistent with the SHERIFF's standards and expectations, utilizing other COUNTY resources and investigative tools, as appropriate;
 - C. Coordinate, when practical, the investigative approach between the SHERIFF and the SCHOOL. The SRO need not coordinate with SCHOOL administration or staff when disclosure of information is deemed to jeopardize an ongoing investigation. The SRO shall comply with applicable legal standards for searches, seizures, and interviews. The

SRO will not be involved with administrative activities of school personnel unless a violation of law (criminal, delinquent, juvenile petty offense, or juvenile traffic offense) is alleged or there is an exigent circumstance requiring intervention for safety or to prevent flight;

- D. The SRO shall wear a Chisago County Sheriff's Office-approved uniform or other approved attire;
- 1.4 The manner and standards of performance, the discipline of peace officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the SHERIFF and/or the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the level or manner of performance of such service, the determination thereof made by the SHERIFF of the COUNTY shall be final and conclusive as between the PARTIES hereto, subject however, to the provisions of Section II., herein.
- 1.5 In the event the MUNICIPALITY or SCHOOL, through its respected elected body or authorized agent(s), notifies the COUNTY that it is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.
- 1.6 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY and SCHOOL agree that the COUNTY shall have the full cooperation and assistance from the MUNICIPALITY and SCHOOL, their respective officers, agents and employees.
- 1.7 The COUNTY shall furnish and supply all necessary labor, supervision, equipment including a radio, cell phone and computer (except the SCHOOL will provide equipment as provided in Section 1.9 herein), communication facilities and dispatching, and supplies necessary to provide requisite services unless otherwise agreed to and described in Exhibit A.
- 1.8 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY, on SCHOOL property, or SCHOOL facilities, as is currently provided by law.
- 1.9 **The SCHOOL.** The SCHOOL administration, teachers and staff will generally support and cooperate with the assigned School Resource Officer and
 - A. The SCHOOL will provide the SRO with a work space within the SCHOOL, conducive to performing School Resource Officer services that will accommodate the confidential nature of the work; this work space may include a desk with drawers, chair, file cabinet for records or materials with a locking mechanism;
 - B. The School will allow reasonable opportunity for the SRO to provide information and/or address students, teachers, school staff, and parents about the SRO services, goals and objectives. School Administration will coordinate with the SRO on issues related to security and/or criminal or juvenile justice issues.
 - C. When contraband is located on school property by any teacher, administrator or other school staff, the SRO shall be notified.

II. TERM OF AGREEMENT/TERMINATION

- 2.1 This agreement shall commence September 1, 2021 through August 31, 2022.
- 2.2 Any PARTY may terminate this Agreement by notifying the other two (2) PARTIES in writing of their intent to terminate the agreement six (6) months prior to the end of the commencement of the next contract period.
- 2.3 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

Chisago County Administrator
Chisago County Government Center
313 North Main Street, Rm 178
Center City, MN 55012

Chisago County Sheriff
Chisago County Public Safety Center
15230 Per Rd.
Center City, MN 55012

Rush City, Attn: City Clerk
City Hall
325 E. Elliot, Box 556
Rush City, MN 55069

Rush City Schools, Attn: Superintendent
School District Offices
51001 Fairfield Avenue, PO Box 566
Rush City, MN 55069

III. PAYMENT

- 3.1 The MUNICIPALITY agrees to pay the COUNTY 26.5% cost of the salary/hours (including a pro rata share of benefits) performed by the School Resource Officer (SRO) covered by this Agreement.
- 3.2 The SCHOOL agrees to pay the COUNTY 26.5% of the cost of the salary/hours (including a pro rata share of benefits) performed by the School Resource Officer (SRO) covered under this Agreement.
- 3.3 The COUNTY agrees to be responsible for the Actual cost of employing the School Resource Officer position and cover the remaining 47% not covered by the MUNICIPALITY'S and SCHOOL'S pro rata share of the COUNTY'S total cost. The County will also coordinate and govern the following: wages of the employee engaged in performing said services, including vacation and sick leave; mileage, uniforms; public employees retirement contributions; workers' compensation, automobile, general liability insurance costs; general overhead, including indirect expenses and supplies, radio unit expense, and health expense. Costs as used herein shall include Mobile Data Computer expense. Computation of actual costs hereunder shall be made by the Chisago County Auditor based on information provided by the SHERIFF.
- 3.4 The COUNTY shall bill the MUNICIPALITY and the SCHOOL on a quarterly basis commencing for services to the SCHOOL as set forth in Exhibit A. The MUNICIPALITY and the SCHOOL shall each be individually responsible for their share as provided in the quarterly billing statement, and each shall pay the COUNTY within 35 days of receipt of the billing statement.
- 3.5 An estimate of the costs for the upcoming agreement year(s) shall be furnished by the COUNTY to the MUNICIPALITY and the SCHOOL no later than May 1st of the year prior to a cost adjustment. Said estimate shall be for the limited purpose of better enabling the MUNICIPALITY and the SCHOOL to estimate its budget. The MUNICIPALITY and SCHOOL shall indicate in writing its acceptance of the Budget Estimate prior to August 1st of the year the current agreement expires.

IV. ASSUMPTION OF LIABILITIES / INSURANCE

- 4.1 **Wages of SRO.** Except as may be otherwise provided herein or by addendum, the MUNICIPALITY and the SCHOOL shall not be called upon to assume liability for the direct payment of any salaries, wages, or other compensation to the SRO or any COUNTY personnel performing services hereunder for said SRO Services, and the COUNTY hereby assumes said responsibility for payment of wages and benefits.
- 4.2 **Workers Compensation.** The COUNTY agrees to be responsible for any claim of injury or sickness to the assigned School Resource Officer stemming from the performance of work under this Agreement. However, the COUNTY does not waive the right to subrogation on a worker's compensation claim brought as a result of work performed under this Agreement.
- 4.3 **Indemnification.** Each PARTY to this Agreement shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other PARTIES, their respective officers, agents and employees against liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees that the others, their officers, agents and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of act or omission of the PARTY, its officers, agents or employees, in the execution, performance or failure to adequately perform their respective obligations pursuant to this Agreement.
- 4.4 **Insurance.**
- A. The COUNTY agrees to maintain, during the term of this Agreement, general liability insurance to ensure it will be in a position to indemnify the other PARTIES, as required above; and the COUNTY will maintain workers' compensation insurance, public employees' liability insurance, and automobile insurances, in amounts deemed appropriate and not less than the coverage limits prescribed under Minn. Stat. Chapter 466.
- B. The MUNICIPALITY and the SCHOOL will each maintain general liability insurance with coverage limits not less than those prescribed in Minn. Stat. Chapter 466, to ensure that each is in a position to indemnify the other PARTIES for any claims arising out of acts or omissions of those MUNICIPALITY or SCHOOL.
- 4.5 **Certificate of Insurance:** The COUNTY will provide certificate of insurance listing the SCHOOL and MUNICIPALITY as additional insured or additional covered party. The SCHOOL and MUNICIPALITY will provide certificate of insurance listing the COUNTY as additional insured.

V. GENERAL PROVISIONS

- 5.1 The COUNTY, the MUNICIPALITY, and the SCHOOL shall not discriminate and, to the extent applicable, shall comply with Minnesota Statutes § 181.59. Each PARTY is committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.
- 5.2 The SCHOOL may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement.
- 5.3 **Data Practices.** The COUNTY, the MUNICIPALITY, and the SCHOOL must all comply with the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, as it applies to all data collected, created, received, maintained, or disseminated by any of the PARTIES hereto

in accordance with this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by any PARTY.

- 5.4 **Federal Educational Rights to Privacy Act (FERPA)** Education Records, defined as records that are directly related to a student and that are maintained by an educational agency, including the SCHOOL, shall not to be released to the SRO, except as provided for in 34 CFR § 99.31
- 5.5 If any PARTY fails to fulfill any of its obligations set for the in this agreement in a legal, proper and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a ten (10) day written notice of the default. Said notice shall be in writing and hand-delivered to the other PARTY. Failure by any PARTY to promptly enforce any term of the Agreement shall not constitute a waiver of the right to enforcement.
- 5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY and the SCHOOL, or with a law enforcement committee which said council may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on either party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the SCHOOL with reasonable notice to the MUNICIPALITY and SHERIFF.
- 5.7 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY, SCHOOL, and the MUNICIPALITY, and attached to the original of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the 12th day of July, 2021; the SCHOOL, by resolution of its School Board and signature of its Superintendent and Clerk of said Board on the 15th day of July, 2021; the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the _____ day of _____, 2021.

COUNTY OF CHISAGO

By: _____

Chair, Board of County Commissioners

By: _____

Clerk, Board of County Commissioners

CITY OF RUSH

By: _____

Mayor of the City of Rush City

By: _____

Clerk

APPROVAL RECOMMENDED:

Brandon Thyen
Brandon Thyen
Sheriff of Chisago County

RUSH CITY SCHOOLS, ISD 139

Brent Staring
Superintendent of Schools

By: _____

Kristin Lapke
Clerk

APPROVED AS TO FORM:

JANET REITER,
CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge, Assistant County Attorney
Dated: June 12, 2021

Rush City Schools/ City of Rush City/Chisago County
SRO Agreement

EXHIBIT A
AGREEMENT TO PROVIDE SCHOOL RESOURCES OFFICER (SRO) SERVICES
BETWEEN CHISAGO COUNTY, THE CITY OF RUSH CITY, AND
THE RUSH CITY SCHOOLS, ISD 139

A. HOURS

COUNTY agrees to provide School Resource Officer (SRO) services for the term of this agreement as follows:

- 1.1 September 1st through May 31st or last student day, whichever is later, of the contract calendar year, totaling 1100 hours to be used at the discretion of SCHOOL;
- 1.2 An average of 6.5 hours per day for the period September through May (June if student days).

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate County for 550 hours of services for the time period September 1st through May 31st or last student day, whichever is later.

SCHOOL agrees to compensate County for 550 hours of services for the time period September 1st through May 31st or last student day, whichever is later.

The rate of police services is \$61.24 per hour for the services provided for the time period September 1st - December 31st of 2021. The rate of police services is \$61.99 per hour for the services provided for the time period of January 1st – August 31st, 2022.

C. DESIGNATED OFFICER-IN-CHARGE

The COUNTY shall designate a School Resource Officer to serve and perform the services contemplated in this Agreement the MUNICIPALITY and SCHOOL, to deliver services as set forth in the "Scope of Services" set forth in Section I.

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 10
Title of Item for Consideration: Coronavirus Emergency Response Grant 2021 – Signing Authority and Acceptance of the Grant Contract Agreement	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: The Chisago County Sheriff's Office has recently applied for a grant through the Department of Justice through the Coronavirus Emergency Response Grant 2021. The funds were sought for a jail body scanner that allows jail staff to safely scan incoming inmates, which limits exposure to dangerous items or contraband. CCSO was recently notified that the County was awarded grant funding up to \$183,450.00 for this one-time purchase, which includes transportation of the machine, installation, training, and warranty. The County needs the Board's approval by signing the provided resolution to allow Capt. Andrew Mahowald signing authority for grant funding and acceptance of the Grant Contract Agreement. Attachment(s): - Grant Contract Agreement - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution for signing authority for Captain Andrew Mahowald. The suggested motion is as follows: <i>“Move to approve resolution for signing authority for Captain Andrew Mahowald and accept the Grant Contract Agreement.”</i>	
Implications of Action: By approving the resolution, the Chisago County Sheriff's Office can remain active in the pursuit of grant funding, which will largely be searched for and applied for by Captain Andrew Mahowald. Having a resolution stating he has signing authority for state and federal grants moving forward would greatly streamline this process. Additionally, accepting the Grant Contract Agreement is necessary for us to be able to purchase this body scanner. Budget/Financial Implications: The grant covers \$183,450.00 for this one-time purchase, which includes transportation of the machine, installation, training, and warranty. There is no required “match” from Chisago County. Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. The County Attorney has reviewed the agreement and approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:

To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____



Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Coronavirus Emergency Response Grants 2021 Grant Contract Agreement No.: A-CESF-2021-CHISAGSO-00068
Grantee: Chisago County Sheriff's Office 313 North Main Street, Room 100 Center City, Minnesota 55012-7709	Grant Contract Agreement Term: Effective Date: 01/01/2021 Expiration Date: 12/31/2021
Grantee's Authorized Representative: Andrew Mahowald, Captain Chisago County Sheriff's Office 15230 Per Road Center City, Minnesota 55012 (651) 213-6303 Andrew.mahowald@chisagocounty.us	Grant Contract Agreement Amount: Original Agreement \$183,450.00 Matching Requirement \$0.00
State's Authorized Representative: Michael Hreha, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 201-7332 Michael.hreha@state.mn.us	Federal Funding: CFDA 16.034 FAIN: 2020VDBX0357 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Coronavirus Emergency Response Grants 2021 Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Coronavirus Emergency Response Grants 2021 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-CESF-2021-CHISAGSO-00068 / 3- 73974

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS FAS
Grantee
State's Authorized Representative

Reviewed and Approved to Form:

JANET REITER, CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge

Jeffrey B. Fuge, Assistant County Attorney

Date: July 28, 2021

Coronavirus Emergency Response Grants 2021

EXHIBIT A
A-CESF-2021-CHISAGSO-00068

Organization: Chisago County Sheriff's Office

Budget Summary

COV-19 Response : Tek84 Intercept Scanner				
Budget Category				
Equipment Purchases (Over \$5,000)				
One time payment of \$183,450 for scanner and 7 year warranty				
Total			\$183,450.00	
Total			\$183,450.00	
Total			\$183,450.00	

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

Authorization to execute grant agreements can be conferred by
1) Statute, 2) Bylaws, or 3) this Resolution

Resolution is not needed if the authorized officials below are signing the grant agreement.
These officials may confer their grant signing authority to others by this resolution, and they
are the only acceptable signatures on this form:

Statutory Cities	Mayor and City Clerk
County	Board chair and Clerk of the Board
Non-Profit	Board chair, or official authorized in bylaws

Non-profits: Please attach and highlight your bylaws to document signing authority,
whether the resolution is needed or not. You cannot authorize yourself.

Be it resolved that _____ will enter into a cooperative
(Name of your organization)
agreement with the Office of Justice Programs in the Minnesota Department of Public
Safety.

_____ is hereby authorized to execute such agreements and
(Title of authorized official)
amendments, as are necessary to implement the project on behalf of

(Name of your organization)

I certify that the above resolution was adopted by the _____ of
(Executive Body)

_____ on _____
(Name of your organization) (Date)

SIGNED:

WITNESSETH:

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

LEGAL AUTHORITY TO SIGN GRANTS

Statutory Cities

MS. 412.201 EXECUTION OF INSTRUMENTS

Every contract, conveyance, license or other written instrument shall be executed on behalf of the city by the mayor and clerk, with the corporate seal affixed, and only pursuant to authority from the council.

Or, signature by person/authority named in resolution by city council identifying who may sign grant contract

County Board

MS. 375.13 CHAIR

The county board, at its first session in each year, shall elect from its members a chair and a vice-chair. The chair shall preside at its meetings and sign all documents requiring signature on its behalf. The chair's signature, attested by the clerk of the county board, shall be binding as the signature of the board. In case of the absence or incapacity of the chair, the vice-chair shall perform the chair's duties. If the chair or the vice-chair are absent from any meeting, all documents requiring the signature of the board shall be signed by a majority of it and attested by the clerk.

Or, signature by person/authority named in resolution by county board identifying who may sign grant contract

Non-Profit

Signature by position specified in by-laws

Or, signature by person/authority named in resolution by board identifying who may sign grant

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 11
Title of Item for Consideration: Agreement with DS Solutions for online election judge training and authorize County Auditor- Treasurer to sign and administer the Agreement	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: The Auditor-Treasurer is responsible for training all election judges that serve on the absentee ballot board, provide health care facility absentee voting and at the polling places on election day. In 2016 the County offered an online training option. During the 2020 election cycle, due to COVID, all election judge training was online. The County has utilized DS Solutions to develop and administer the training for the County. The County Auditor-Treasurer is seeking approval of the attached Professional Services Agreement with DS Solution to again provide the online election judge training. The Professional Services Agreement will allow for training services from September 1, 2021 through December 31, 2021. The County has utilized vendor in the past and the County has the framework for the training. As a result, the County will not incur the initial set-up fee as noted in Exhibit B. The County will incur costs for annual maintenance, any updates to the training and the per participant fees. Attachment(s): • Professional Service Agreement	
Action Requested/Recommended: It is respectfully requested that the County Board approve the above-noted agreement with DS Solution for online election judge training and authorize Bridgitte Konrad, County Auditor-Treasurer to sign the Professional Services Agreement and administer the Agreement on behalf of the County. The suggested motion is as follows: <i>“Move to approve the agreement with DS Solution for online election judge training and authorize Bridgitte Konrad, County Auditor-Treasurer to sign the Professional Services Agreement and administer the Agreement on behalf of the County.”</i>	
Implications of Action: This provides another option for election judges to obtain the Statutorily required training to serve as an election judge. Budget/Financial Implications: This is a budgeted expense and falls within the election budget. Legal/Policy Implications: Approval of this Agreement authorizes the County Auditor-Treasurer to serve as the County’s legal representative on this Agreement. The Agreement binds the County for the period from September 1, 2021 to December 31, 2024.	

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

PROFESSIONAL SERVICES AGREEMENT

This document constitutes an agreement ("Agreement") between the County of Chisago, 313 North Main Street, Center City, MN 55012 and DS Solutions, Inc. ("DS Solutions"), 2810 Jasmine Ct, St. Cloud, MN 56301. The parties agree as follows:

1. This Agreement shall commence on September 1, 2021, and expire December 31, 2024, unless cancelled or terminated earlier in accordance with the provisions herein.
2. On request of the COUNTY, DS Solutions shall provide COUNTY with an Online Election Judge Training course (may be referred to as the "Project").

Where applicable, works of authorship created by DS Solutions for COUNTY in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. All right, title and interest in all copyrightable material which DS Solutions may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of the COUNTY.

DS Solutions warrants that when legally required, DS Solutions shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to COUNTY including, but not limited to documentation, and/or any other item. DS Solutions further warrants that any material or item delivered by DS Solutions will not violate the United States copyright law or any property right of another.

3. DS Solutions shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting DS Solutions as the agent, representative, or employee of COUNTY for any purpose. DS Solutions is and shall remain an independent contractor for all services performed under this Agreement. DS Solutions shall secure at its own expense all personnel required in performing services under this Agreement. DS Solutions' personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the "Workers' Compensation Act"), on behalf of any personnel, including, without limitation, claims of discrimination against DS Solutions, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

4. Pursuant hereto, COUNTY may disclose to DS Solutions or DS Solutions may gain access to certain data, information or documentation. As used herein and as consistent with applicable law, "Data" shall mean any data, information or documentation in any format or media, electronic or otherwise (i) that is provided to DS Solutions by or on behalf of COUNTY; (ii) that is acquired by DS Solutions by virtue of access to COUNTY data, information, documentation, premises, personnel, clients, or computers; or (iii) that is otherwise acquired in relation to the Project or this Agreement. Further, as applicable throughout this Agreement, the term "Data" shall include any subset, portion, piece, view, duplication, copy, or sampling of any Data.

References to DS Solutions shall include DS Solutions' personnel including but not limited to DS Solutions' employees, directors, officers, subcontractors, partners, volunteers and all other agents and representatives that may have access to Data or that may participate in or perform services related to the Project (said individuals may, collectively or individually, be referred to as "Personnel").

5. All data collected, created, received, maintained or disseminated, or used for any purposes in the course of DS Solutions' performance of this Agreement is governed by the Minnesota Government Data Practices Act, Chapter 13 Minnesota Statutes (the "Act" or MGDPA); Minn. Stat. §201.091, or any other applicable state statutes and any state rules adopted to protect the rights of voters or to implement the Act, as well as state statutes and federal regulations on data privacy. DS Solutions agrees to abide by these statutes, rules and regulations as they may be amended.

6. Nothing in this Agreement is intended to nor shall be construed as conveying to DS Solutions, either expressly or by implication, any right, title or interest in any Data including but not limited to any copyright, trade secret or other right, whether intellectual or otherwise.

7. As directed in writing by COUNTY, DS Solutions will promptly return or destroy all Data, including but not limited to all duly authorized shared copies of Data as well as DS Solutions' copies, duplicates, subsets, pieces or samplings thereof. Except to the extent directed by COUNTY to return or destroy Data, DS Solutions shall not be relieved of any obligation to maintain records. DS Solutions will retain any and all documents related to this Agreement and the Project for a period of six (6) years after the termination of this Agreement.

8. DS Solutions agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from: (i) DS Solutions' failure to duly use, control and safeguard Data; (ii) DS Solutions' prohibited use, distribution, disclosure or sharing of Data; (iii) DS Solutions' failure to comply with applicable law including but not limited to the MGDPA; (iv) DS Solutions' breach of or failure to comply with any provisions of this Agreement; and (v) any other liability or claims related to the Data, the Project or this Agreement.

9. Customer hereby agrees to use DS Solutions as its exclusive provider for the products and services set forth on Exhibit A attached hereto from DS Solutions for the Term of this Agreement at the pricing set forth on each applicable Exhibit.

10. The parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to the MGDPA; Minnesota Statutes section 16C.05, subd. 5 and Minnesota Statutes section 471.425, subd. 4a and, as applicable, COUNTY's Affirmative Action Policy.

11. This Agreement shall be in effect beginning on the Effective Date and concluding on December 31, 2024. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other, at any time by either party. Subject to the terms and conditions set forth on Exhibit A, this Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other.

12. The COUNTY has authorized and designed Bridgitte Konrad, Chisago County Auditor-Treasurer, as its authorized representative to administer this Agreement on behalf of COUNTY. Any notice required by the Agreement to be issued to the COUNTY shall be directed to: Bridgitte Konrad, County Auditor, 313 North Main Street, Suite #271/274, Center City, MN 55012; Tel: 651-213-8509; Email: Bridgitte.Konrad@chisagocounty@us.

13. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

14. This Agreement, including all Exhibits hereto (all of which are incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

16. Provisions that by their nature are intended to survive termination of this Agreement shall survive accordingly.

17. The rights, duties and obligations established herein are in addition to the rights, duties and obligations set forth in other agreements between the parties. If there is a conflict between the terms of this Agreement and any other agreement, the terms of this Agreement shall prevail.

18. This Agreement shall be governed by the laws of the State of Minnesota. Any and all legal actions that concern a dispute related to this Agreement shall be venued in Chisago County.

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EXHIBIT A

SUMMARY OF SERVICES

Description	Refer to
Online Election Judge Training Course Fees	Exhibit B
Terms & Conditions:	
Note 1: Payment terms: Invoices shall be paid according to the terms of this Contract. If no terms apply, payment shall be made thirty-five (35) days from receipt of the commodities or completion of services or receipt of the invoice, whichever is later, unless the County in good faith disputes the obligation. Minn. Stat. § 471.425. Initial course set-up fee will be invoiced upon the acceptance of the final course build. The “per participant” charge will be invoiced at the end of each calendar year. The annual maintenance fee will be invoiced within the first quarter of each calendar year. 100% of invoice total due within 35 calendar days of invoice date.	
Note 2: COUNTY understands, acknowledges and agrees that DS Solutions’ fees for the products and services described on the accompanying exhibits are based upon (a) a contractual commitment by COUNTY to exclusively subscribe for and purchase such products and services for a period of at least two (2) years, subject to the rights of either party to terminate this agreement pursuant to clause #11 of this agreement, (b) DS Solutions’ dedication of sufficient resources during the Term to provide such products, perform such services and provide associated prioritization of COUNTY in its service deliveries, and (c) the descriptions of such products and services in the accompanying exhibits.	
Note 3: The fees set forth in this agreement are for services provided to the Customer. In the event the Customer acts as a facilitator of services for participants from other jurisdictions within their county, in whole or in part, and is the billing entity for the services provided, only the annual charge per participant in the accompanying exhibits would apply to those additional participants.	

EXHIBIT B

ONLINE ELECTION JUDGE TRAINING COURSE

Description	Fees
Initial Course Set-up	\$1500.00
Annual charge per participant (per calendar year)	\$11.00
Annual maintenance	\$500.00
Hourly rate for alterations and customization	\$125.00 per hour

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SIGNATURES

FOR COUNTY OF CHISAGO:

Reviewed By and Approved to Form:
JANET REITER
CHISAGO COUNTY ATTORNEY

By: _____
BRIDGITTE KONRAD, County Auditor-Treasurer
Dated: _____

BY: 
Jeffrey B. Fuge,
Assistant County Attorney
Dated: July 28, 2021

FOR DS Solutions, Inc.:

DS Solutions, Inc.
2810 Jasmin Ct
Saint Cloud, MN 56301

DS Solutions warrants that the person who
executed this Agreement is authorized to do so on
behalf of DS Solutions as required by applicable
articles, bylaws, resolutions or ordinances.

By: _____

Printed Name: Douglas T. Sunde

Printed Title: President / CEO

Date: _____

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 12																
Title of Item for Consideration: Zoning & Subdivision Ordinance Consult RFP Responses - Authorization/Professional Services Agreement & Budget Discussion																	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - on behalf of the Chisago County Planning Commission																
Previous Action on this Matter: In collaboration with Administration and County Attorney's office in May, staff prepared and released an RFP for professional services for zoning and subdivision ordinance revision work. The RFP was released to the public via AMC web site services and the county web site and was additionally distributed to 6+ consulting firms via direct contact. The County Board received the full RFP via Directors Report in June, the projected schedule at that time was outlined as follows: <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Release of the Request for Proposals (RFP)</td> <td style="width: 30%; text-align: right;">Monday May 24, 2021</td> </tr> <tr> <td>Deadline for Questions</td> <td style="text-align: right;">12:00 pm June 11, 2021</td> </tr> <tr> <td>Question Responses and/or Addenda to RFP</td> <td style="text-align: right;">Friday, June 18, 2021</td> </tr> <tr> <td>Submission Deadline for RFP</td> <td style="text-align: right;">4:00 pm Friday, June 25, 2021</td> </tr> <tr> <td>Review Committee Evaluations</td> <td style="text-align: right;">June 25 through July 9, 2021</td> </tr> <tr> <td>Interviews with Selected Consulting Firms</td> <td style="text-align: right;">Mid July 2021</td> </tr> <tr> <td>Recommendation to the Board of Commissioners</td> <td style="text-align: right;">August 4, 2021</td> </tr> <tr> <td>Anticipated Start of Project</td> <td style="text-align: right;">August 2021</td> </tr> </table> Staff received three (3) RFP responses for professional services for zoning and subdivision ordinance revision work. A review committee consisting of staff (2) and Planning Commission Chair Johnson and Commission Liaison DuBose were provided a general summary of the proposals and complete proposals copy as <i>attached</i> and conducted evaluation/interview with each of the three respondents and their full proposals on July 22nd. Background: The Ordinance Services RFP process contemplated a review committee recommendation process and expected discussion of budget needs/implications by the County Board should the county proceed. The Committee has identified Hometowns Planning, LLC Proposal for Professional Services Relating to Zoning and Subdivision Ordinance Revisions as the current preferred proposal and prospective professional services provider, which is to be reviewed further via committee meeting scheduled after Board packet deadline but before your August 4th meeting. For this reason, staff will be prepared to present committee refinements to this request at your meeting. In their further review of the preferred Hometown Planning proposal, the committee is inclined to discuss and verify references and further refine a requested budget allocation of the Board in support of proceeding. It is anticipated the budget allocation request of the review committee will necessitate as much as \$30-40,000 in dedicated funds over 2021 / 2022 project (and budgets) timeline. This is an unbudgeted expense in 2021 and is contemplated as a \$50,000 allocation in the draft 2022 budget. Staff and committee representatives respectfully request a 2021 budget adjustment endorsement and authorization to negotiate/prepare Professional Technical Services Contract for Services with the preferred vendor at this time.		Release of the Request for Proposals (RFP)	Monday May 24, 2021	Deadline for Questions	12:00 pm June 11, 2021	Question Responses and/or Addenda to RFP	Friday, June 18, 2021	Submission Deadline for RFP	4:00 pm Friday, June 25, 2021	Review Committee Evaluations	June 25 through July 9, 2021	Interviews with Selected Consulting Firms	Mid July 2021	Recommendation to the Board of Commissioners	August 4, 2021	Anticipated Start of Project	August 2021
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Review Committee Evaluations	June 25 through July 9, 2021																
Interviews with Selected Consulting Firms	Mid July 2021																
Recommendation to the Board of Commissioners	August 4, 2021																
Anticipated Start of Project	August 2021																

Attachment(s):

- General summary of proposals (table)
- Hometown Planning, LLC; HKGI; and Bolton & Menk Proposals

Action Requested/Recommended: It is respectfully requested that the Chisago County Board review the recommendation of the RFP review committee and direct the negotiation of a Professional Services Agreement with Hometown Planning, LLC and direct the preparation of a 2021 Budget Adjustment in support of proceeding. The suggested motion to authorize proceeding is presented as follows:

“Move to Authorize Negotiation and Preparation of a Professional and Technical Services Agreement with Hometown Planning, LLC for Services Relating to Zoning and Subdivision Ordinance Revisions and Authorize Preparation of Necessary 2021 Budget Adjustment in Support of Said Professional Services Agreement”

Implications of Action: Recommended Board action approves proceeding with the RFP selection and related project process and endorses, but does not yet approve, the necessary budget adjustment actions that will be required.

Budget/Financial Implications: There are no direct financial implications at this time, however, authorizing the negotiated service agreement with current contemplated 2021 project start does acknowledge and endorse that a 2021 general operations budget adjustment will be required with approval of a final services agreement.

Legal/Policy Implications: The RFP document was prepared in collaboration with Administration and the County Attorney’s Office. Resulting Professional Services Agreement and Budget allocation/adjustments will involve the same collaboration if authorized to proceed.

Administrator’s Recommendation

Approve 	Deny _____	Other _____
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____ Abstain _____

Firm Overview	Bolton & Menk Project manager Rose Shroder: Ranked 150 of top 500 firms. Est. 1949; professional staff of 250+ and 650 in total; facilitate consensus for buildable sustainable solutions. Deliverables you can live with. "Real people offering real solutions"	HKGI Project manager Rita Tripp. Zoning Ordinance. Comprehensive Planning. general municipal planning as day to day planners. Analysis and overhauls of entire development codes; effective updates up to date with trends and regulatory needs Experience conducting board planning initiatives for county governments. Est. 1982; landscape architects and planners; 4 certified planners, 8 landscape architects, 8 planners/urban designers, 1 marketing staff, Emphasis on creativity and community planning	Hometown Planning 20 years experience developing and updating zoning and subdivision ordinances and providing zoning administration and planning services to cities, counties and townships in rural MN; rural centric documents that lead to more effective administration of land use and development; 16 years providing contract zoning administration services.
Budget Projected	\$46,788; includes total of 407 staff hours; expenses beyond invoiced separately; no separate charges for mileage, personal expenses, telephone, routine expendables.	\$65,000; includes total of 570 staff hours; ammendable and tracked progress	\$19,920 includes all expenses; additional meetings billed \$115/hour
Philosophy/Approach	Emphasise on a streamlined user friendly product; will provide visuals of code considerations, final checklists and handouts Fresh eyes, not a cookie cutter approach; solutions scaled to the problem; ordinance experts; legally defensible modern principals. Dont just write plans, we live them; hands on practitioners with significant public sector experienced staff; createive public engagement; full service approach; Sustainable solutions - economically viable plan; environmentally compatable plan; technically feasible plan; publicly and politically acceptable plan . Connect the dots betewen zoning and development codes. Informative educational approach between policy and implementaiton.	Community focused approach centered; emphasize listening to stakeholders; collaboration with property owners, developers, staffs to identify creative solutions; collaborate - listen - explore - create planning tools; provided planning services related to zoning ordinance and development review to dozens of MN communities and upper Midwest; Staff with direct experience in listed issues of the RFP; Guided by 2017 Comp. Plan focused on county's unique needs, insights, and opportunities. Updates that balance future development while protecting community well being and areas unique natural resources	Broad participation by eleceted an appointed officials, citizens, businesses; not cookie cutter "model" or other communities approach; eye toward individual county resources to impement and enforce; focus on well designed, effective and enforceable ordinances.
Work Plan	Task 1: Rose Shroeder and Team kickoff meeting to full understand needs and priority topics already determined by Planning Commission; Task 2: Kickoff meeting with county officials to further identify and understand issues specific to the county - gain understanding from staff what is working well and not well; Team review of current ordinances as relates to State Statute compliance and consistency with 2017 Comp Plan update; Task 3: Consult with Stakeholders - Bldg. and Zoning staff. Planning Commission, ensure all current local issues addressed; Task 4 Draft and Modernize Updates with an initial draft of amendments and at least one set of revisions based on county official discussions; emphasis on streamlining, administrative function; supplemental handouts at a glance tools development, Task 5 One Planning Commission workshop to discuss proposed updates; attend public hearing; attend county board meeting (adoption)	Proposed a 3 phased approach- Task 1 Initiate and shape the project - learn more form the Planning Commission and Staff about the major and minor changes needing to be addressed with a "module" approach to not overwhelm. series of workshops; Task 2 Prepare Zoning and Subdivision Revisions; modules approach; 4 module review meetings with PC; Up to 3 stakeholder meetings; Community meeting, Task 3 Final Ordinance Adoption 1st and 2nd draft of changes; assist preparation to county Board.	Up to 9 facilitated meetings with county staff/planning commission to identify issues and data that remains to be discussed and gathered; prepare agendas and summary notes; provide suggestions; prepare drafts; attend final Commission and Board meeting for adoptions as needed. Timeline August - April.

Project Experience

City of Wabasha since 2014; city of Hiawatha; Marshalltown Iowa; Empire Township, MN; Marshan Township, MN; Brooklyn Center

Benton County development code update; Stearns County Comprehensive Plan; Lindstrom General Planning Services; Kasson, MN; St. Francis, MN Greenfield, MN; Dakota County; Farmington; Stillwater; Shoreview; Grand Marais; Winona; Uniform Development Code rewrite; several listed

20years; many/wide variety of MN counties, cities, townships; Stevens county, Morrison County, Douglas County, Pope County, Crow Wing, County, Traverse County, others listed on resume

Credentials

Four AICP Planners on project team with one new assistant planner included.

4 AICP Planners, 1 planner, 1 associate, 1 urban designer

Coordinated and managed by Ben Oleson, Owner and Principal Planner. Singular staff identified

Schedule

Code Review August - October; Draft Ammendments October - February; Board Approval March.

Initate and Shape August - September; Prepare revisions September - May. Adopt June - July; total 6 planning Commisison meetings; 3 stakeholder meetings: 1 open house; 1 Board meeting.

Up to 9 facilitated meetings with county staff/planning commission to identify issues and data that remains to be discussed and gathered; prepare agendas an dsummary notes; provide suggestions; prepare drafts; attend final Commisison and Board meeting for adoptiosn as needed. Timeline August - April.

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 13
Title of Item for Consideration: Ordinance Amendment Recommendation –SSTS Ordinance Amendment Type 1 Area Reduction	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - on behalf of the Chisago County Planning Commission
Previous Action on this Matter: On November 16, 2020 the County Board authorized the Chisago County Planning Commission carryout review of the Chisago County Zoning Ordinance Buildable Area Provisions and Subsurface Sewage Treatment Ordinance SSTS type provisions and present said review in the form of ordinance recommendations or other reports if so determined. On July 21, 2021 the County Board was presented with the Planning Commission recommendation of July 1 to enact proposed amendments to four of the County's land use ordinances - Zoning, Subdivision, SSTS, and Shoreland ordinances to replace the "one acre buildable" site regulations with new "Home Site" standards. The County Board enacted amendments to the Zoning Ordinance, the Subdivision Ordinance and the Shoreland Ordinances as recommended by the Planning Commission without revision. During its July 21, 2021 meeting, the County Board also took up the proposed amendments to the SSTS Ordinance and then, after brief discussion on variance process, the County Board postponed consideration of the proposed amendments to the date certain of the August 4, 2021 meeting. The County Board directed staff to review, develop and bring back information and, as applicable, draft language that could be considered by the County Board toward making revisions to the offered Home Site amendment to the SSTS Ordinance that would address variances, or in the alternative, provide for administrative exceptions to the standards set forth in the Planning Commission's recommended language. Background: The attached drafted ordinance No. 072121-2 is the Planning Commission's proposal to amend SSTS standards removing reference to one-acre buildable and reducing the required 10,000 sq. ft. area of qualifying Type 1 percolation tested soils from 10,000 to 8,000 sq. feet. The amendment also clarifies that the 8,000 sq. ft. area must consist of two individual 4,000 sq. ft. sites and that Type 1 systems are preferred but Type 3 or 4 may also be considered. In review of this draft recommendation, the County Board inquired into the process for variances to the newly proposed standards for the SSTS Ordinance. The County Board received Staff information that identified that the broader SSTS Ordinance 10-1 for which this amendment applies presently contains direction and process guidance on Variances - <i>See excerpt of Section 17.03 and also referenced Zoning Ordinance Section 8.03 D. and Minn. Statutes section 394.27 "practical difficulty" provisions as attached.</i> The County Board debated whether the proposed amendment to the 8,000 sq. ft. soils requirement would present the Board of Adjustment difficulty when considering applications for variances from the proposed standard. The County Board postponed consideration and directed staff to study the variance provision(s) and options and to provide, as applicable language revisions that would address the point.	

In review, Staff presents the following options for consideration:

1. Enact the proposed amendment to the SSTS Ordinance as recommended by the Planning Commission and without further revision and or modification. Applications for variances to the 8,000 sq. ft. soils requirement would be processed and determined on existing Variance provisions, process, and justifications should the County receive such variance applications.
2. Adopt a revision/modification of the proposed amendment to the SSTS ordinance to include an exemption/alternative standard to the 8,000 sq. ft. such that existing lots of record could seek administrative reduction to area requirements provided that the application and supporting documentation present and meet the two (2) Type 1 SSTS system site areas/designs, a standard no less than that of minimum State SSTS Rules for the subject home/construction. The County Board would then enact the proposed amendment as revised.
3. Adopt a modification/revision to the proposed amendment to the SSTS Ordinance that strikes and replaces the 10,000/8,000 sq. ft. area(s) standard and incorporates the minimum State standard that two (2) Type 1 SSTS system site areas shall be provided. The County Board would then enact the proposed amendment as revised.

Attached are three (3) draft Ordinance Amendment option documents approved as to form by the County Attorney's office for County Board consideration.

Attachment(s):

- Excerpt of Section 17.03; Zoning Ordinance Section 8.03 D.; and MN State Statute 394.27
- Draft SSTS Ordinance Amendment Ord. No. 072121-2
- Option 1 Draft Ordinance (*Planning Commission Recommended*)
- Option 2 Draft Ordinance (*Soils Area Exemption*)
- Option 3 Draft Ordinance (*Specified Soils Area Removed*)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board review the request of the Planning Commission to adopt a preferred Subsurface Sewage Treatment Ordinance Amendment. The suggested options/motion(s) to approve these actions are presented as follows:

Option 1 – Planning Commission Recommended

Motion 1: “Move to Amend to the SSTS Ordinance as Recommended by the Planning Commission - Subsurface Sewage Treatment System Ordinance Amendment No. 072121-2 An Ordinance Amending Section 6 General Requirements; And Section 7 SSTS Standards; Of The Chisago County Subsurface Sewage Treatment System Ordinance No. 10-1 By Removing Buildable Soil Area Requirements And Reducing Percolation Tested Soils Area And Holding Tank Allowance as Recommended by the Planning Commission”

Option 2 – Soils Area Exemption

Motion 2 (a): “Move to Revise the Planning Commission Recommended Amendment to the SSTS Ordinance to include language providing for a reduction and exemption to percolation tested soils area and holding tank allowance.

Motion 2(b): “Move to Amend the SSTS Ordinance consistent with revision to the Planning Recommendation as made by prevision motion - Subsurface Sewage Treatment System

Ordinance Amendment No. 072121-2 An Ordinance Amending Section 6 General Requirements; And Section 7 SSTS Standards; Of The Chisago County Subsurface Sewage Treatment System Ordinance No. 10-1 By Removing Buildable Soil Area Requirements And **Reducing and Providing Exemption to Percolation Tested Soils Area And Holding Tank Allowance"**

Option 3 – Specified Soils Area Removed

Motion 3(a): "Move to Revise the Planning Commission Recommended Amendment to the SSTS Ordinance by Striking proposed language for Buildable Soil Area Requirements And Percolation Tested Soils Square Foot Area And Holding Tank Allowance and Inserting language to incorporate the State minimum standard.

Motion 3 (b): Move to Amend the SSTS Ordinance consistent with revision to the Planning Recommendation as made by prevision motion - Subsurface Sewage Treatment System Ordinance Amendment No. 072121-2 An Ordinance Amending Section 6 General Requirements; And Section 7 SSTS Standards; Of The Chisago County Subsurface Sewage Treatment System Ordinance No. 10-1 By Removing Buildable Soil Area Requirements And **Removing Specified Percolation Tested Soils Square Foot Area And Holding Tank Allowance"**

Authorization for Publication

"Move that the Board direct the Clerk to the Board cause to be published the SSTS Ordinance, as amended."

Implications of Action: Board action amends the SSTS Ordinance and has the net result of changing buildable area and septic system policies of the County as so outlined.

Budget/Financial Implications: With the exception of publication costs, there are no direct financial implications at this time.

Legal/Policy Implications: The Draft Ordinances have each been reviewed and approved as to form by the County Attorney's Office.

Administrator's Recommendation

Approve _____	Deny _____	Other 
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____ Abstain _____

**CHISAGO COUNTY
STATE OF MINNESOTA ORDINANCE NO. 072121-2**

**AN ORDINANCE AMENDING SECTION 6 GENERAL REQUIREMENTS; AND
SECTION 7 SSTS STANDARDS; OF THE CHISAGO COUNTY SUBSURFACE
SEWAGE TREATMENT SYSTEM ORDINANCE NO. 10-1 BY REMOVING
BUILDABLE SOIL AREA REQUIREMENTS AND REDUCING PERCOLATION
TESTED SOILS AREA AND HOLDING TANK ALLOWANCE AS FOLLOWS.**

SECTION

6 GENERAL REQUIREMENTS

6.02 Minimum Soil Test Area Requirements

- D. All lots created after July 16, 1997 shall require ~~one acre of buildable soil (as defined by the Chisago County Zoning Ordinance)~~ to be identified on each lot, in addition to 10,000 8,000 square feet of percolation tested soils, which are suitable for a Type I SSTS and reserved as one 4,000 sq. ft. contiguous area primary and one 4,000 sq. ft. contiguous area secondary SSTS installation site. The Type I septic system soils areas shall be the preferred SSTS installation location on each lot. If a Type I system is not chosen to be installed a Type 3 or 4 SSTS designed and certified by a licensed MPCA designer may be proposed and permitted.
- E. At any time that new construction is proposed on property previously undeveloped for residential purposes, site conditions and soils capable of supporting a Type I SSTS shall be proven to exist. Existing lots of record may be allowed Type 2 SSTS (holding tanks) in support of accessory building wash rooms/bathrooms only (no living or sleeping quarters), homes less than 1,000 sq. ft., and homes/cabins occupied less than 6 months per year if deemed compliant with underlying zoning as determined by the County and guaranteed pumping and monitoring and 6 month occupancy agreements are filed and kept current with the County.

Passed and approved this _____ day of _____, 2021, by the Chisago County Board of Commissioners.

[name], Chairperson

ATTEST:

Chase Burnham, County Administrator

Published in the _____ this day of _____, 2021.

Drafted by:
Chisago County Environmental Services Department
313 N. Main Street
Center City, MN 55012

Review and approval as to form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: 

Jeffrey B. Fuge, Assistant County Attorney
Dated: July 14, 2021

**CHISAGO COUNTY
STATE OF MINNESOTA ORDINANCE NO. 072121-2**

**AN ORDINANCE AMENDING SECTION 6 GENERAL REQUIREMENTS; AND
SECTION 7 SSTS STANDARDS; OF THE CHISAGO COUNTY SUBSURFACE
SEWAGE TREATMENT SYSTEM ORDINANCE NO. 10-1 BY REMOVING
BUILDABLE SOIL AREA REQUIREMENTS AND REDUCING AND PROVIDING
EXEMPTION TO PERCOLATION TESTED SOILS AREA AND HOLDING TANK
ALLOWANCE AS FOLLOWS.**

SECTION

6 GENERAL REQUIREMENTS

6.02 Minimum Soil Test Area Requirements

D. All lots created after July 16, 1997 shall require ~~one acre of buildable soil (as defined by the Chisago County Zoning Ordinance) to be identified on each lot, in addition to 10,000~~ 8,000 square feet of percolation tested soils, which are suitable for a Type I SSTS and reserved as one 4,000 sq. ft. contiguous area primary and one 4,000 sq. ft. contiguous area secondary SSTS installation site. The Type I septic system soils areas shall be the preferred SSTS installation location on each lot. If a Type I system is not chosen to be installed a Type 3 or 4 SSTS designed and certified by a licensed MPCA designer may be proposed and permitted. Existing conforming lots of record may be exempt from minimum soil test area requirements as follows:

1. Lots of record that demonstrate two contiguous percolation tested soils sites suitable for two Type I SSTS designs that correspond to a specified submitted house or construction plan may be approved for development with less than the specified 4,000 sq. ft. contiguous area per SSTS site at the direction of the Zoning Administrator or authorized agent thereof.
2. Lots of record prior to November 1987 that demonstrate 5,000 sq. ft. of percolation tested soils suitable for Type I SSTS systems are deemed compliant.

E. At any time that new construction is proposed on property previously undeveloped for residential purposes, site conditions and soils capable of supporting a Type I SSTS shall be proven to exist. Existing lots of record may be allowed Type 2 SSTS (holding tanks) in support of accessory building wash rooms/bathrooms only (no living or sleeping quarters), homes less than 1,000 sq. ft., and homes/cabins occupied less than 6 months per year if deemed compliant with underlying zoning as determined by the County and guaranteed pumping and monitoring and 6 month occupancy agreements are filed and kept current with the County.

Passed and approved this ____ day of _____, 2021, by the Chisago County Board of Commissioners.

[name], Chairperson

ATTEST:

Chase Burnham, County Administrator

Published in the _____ this day of _____, 2021.

Drafted by:
Chisago County Environmental Services Department
313 N. Main Street
Center City, MN 55012

Review and approval as to form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: 

Jeffrey B. Fuge, Assistant County Attorney
Dated: July 29, 2021

**CHISAGO COUNTY
STATE OF MINNESOTA ORDINANCE NO. 072121-2**

**AN ORDINANCE AMENDING SECTION 6 GENERAL REQUIREMENTS; AND
SECTION 7 SSTS STANDARDS; OF THE CHISAGO COUNTY SUBSURFACE
SEWAGE TREATMENT SYSTEM ORDINANCE NO. 10-1 BY REMOVING
BUILDABLE SOIL AREA REQUIREMENTS AND REDUCING AND PROVIDING
EXEMPTION TO PERCOLATION TESTED SOILS AREA AND HOLDING TANK
ALLOWANCE AS FOLLOWS.**

SECTION

6 GENERAL REQUIREMENTS

6.02 Minimum Soil Test Area Requirements

D. In conjunction with construction, all lots of record created after July 16, 1997 shall require one acre of buildable soil (as defined by the Chisago County Zoning Ordinance) to be identified on each lot, in addition to 10,000 ~~8,000~~ square feet of percolation tested soils which are suitable for two (2) individual Type I SSTS installation sites in accordance with MN Rules Chapter 7080, and reserved as one 4,000 sq. ft. contiguous area primary and one 4,000 sq. ft. contiguous area secondary SSTS installation site. The Type I septic system soils areas shall be the preferred SSTS installation location on each lot. If a Type I system is not chosen to be installed a Type 3 or 4 SSTS designed and certified by a licensed MPCA designer may be proposed and permitted.

E. At any time that new construction is proposed on property previously undeveloped for residential purposes, site conditions and soils capable of supporting a Type I SSTS shall be proven to exist. Existing lots of record may be allowed Type 2 SSTS (holding tanks) in support of accessory building wash rooms/bathrooms only (no living or sleeping quarters), homes less than 1,000 sq. ft., and homes/cabins occupied less than 6 months per year if deemed compliant with underlying zoning as determined by the County and guaranteed pumping and monitoring and 6 month occupancy agreements are filed and kept current with the County.

Passed and approved this ____ day of _____, 2021, by the Chisago County Board of Commissioners.

[name], Chairperson

ATTEST:

Chase Burnham, County Administrator

Published in the _____ this day of _____, 2021.

Drafted by:
Chisago County Environmental Services Department
313 N. Main Street
Center City, MN 55012

Review and approval as to form:

JANET REITER
CHISAGO COUNTY ATTORNEY



By: _____
Jeffrey B. Fuge, Assistant County Attorney
Dated: July 29, 2021

Chisago County Request for Board Action

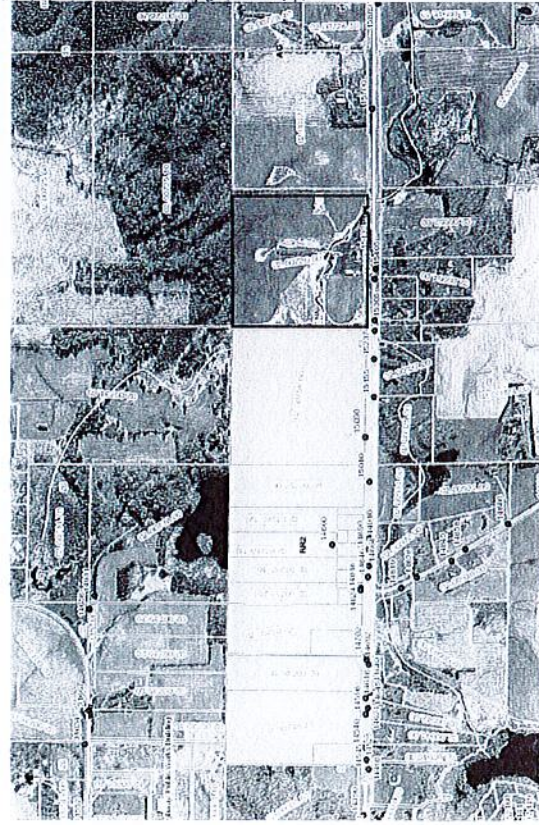
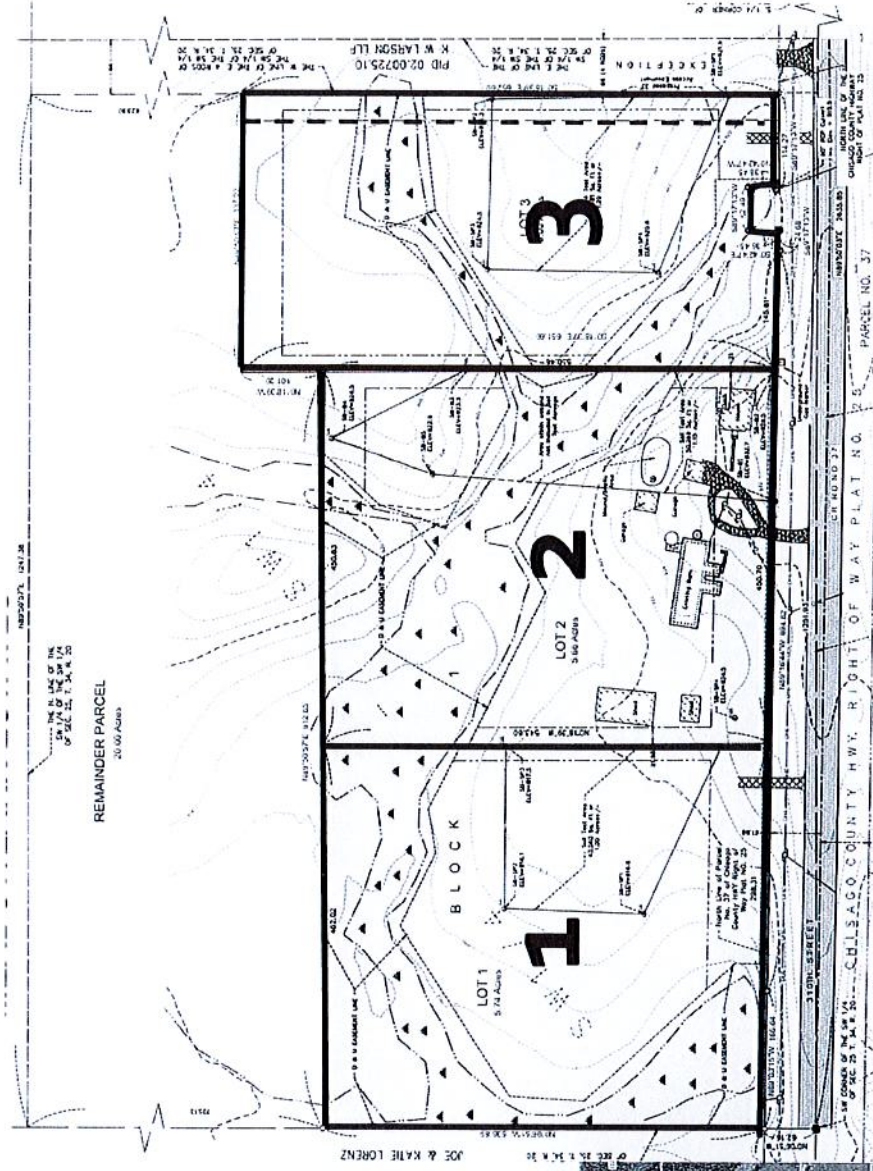
Meeting Date: August 4, 2021	Item Number: 14
Title of Item for Consideration: Chisago Lakes Lake Improvement (LID) District North Center to North Lindstrom Channel Surveys and Appraisal Services	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - on behalf of the LID
Previous Action on this Matter: In 2020 and 2021, the LID conducted bog removal maintenance projects in the North Center to North Lindstrom channel to improve navigation.	
Background: The LID is interested in acquiring easements or property along the North Center to North Lindstrom channel to improve navigation. Surveys and appraisal services are necessary steps in the process. On Monday, July 12, the LID Board authorized LID to secure surveys and appraisals. The LID Board passed a motion to recommend to the Chisago County Board of Commissioners transfer \$20,000 from the LID reserve for such expenditures and to authorize the expenditures in an amount not to exceed \$20,000 for surveys and appraisal services.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the transfer of \$20,000 from LID reserves along with associated budget adjustment request. The suggested motion to approve this action is as follows: Motion 1: “<i>Move to Authorize and approve transfer of \$20,000 from LID reserves to Navigations Channels, North Center –North Lindstrom (618-6834) along with associated budget adjustment request for the purpose of expending such sums for surveys and appraisals authorized by LID Board.</i>” Motion 2: <i>Motion to authorize expenditures in an amount not to exceed \$20,000 by the LID for survey work and appraisals necessary to develop offers to acquire easements or property for improvement of the North Center-North Lindstrom channel.</i>	
Implications of Action: The requested Board action would authorize \$20,000 to be transferred from LID reserves to cover the costs of surveys and appraisal services. Budget/Financial Implications: The approved 2021 LID budget did not include funding for surveys and appraisal services. The LID board is respectfully requesting that \$20,000 be transferred from LID reserves to Goal 5 Navigation Channels, North Center to North Lindstrom Channel. Use of LID reserve funds is consistent with the policy to maintain approximately 50% reserve carryover of the LID budget, according to recommendations of the State of Minnesota Office of the State Auditor “Fund Balances for Local Government – Office of the State Auditor Statement of Position. No county levy funds are requested. Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.	

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

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 15
Title of Item for Consideration: Monte & Vicki Canfield, "Meadowlark Estates" Final Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services
Previous Action on this Matter: The preliminary plat of Meadowlark Estates was recommended for approval by the Planning Commission on May 6, 2021, and subsequently approved by County Board motion on May 19, 2021.	
Background: Kelly Jordan, on behalf of Monte and Vicki Canfield - Property Owners, is seeking approval of the final plat of three – five acre lots out of a 36-acre tract known as "Meadowlark Estates". The subject property is located in Chisago Lake Township, 15432 310th Street (PID #02.00726.00). The final plat as presented is consistent with preliminary approval and is recommended for approval. Attachment(s): - Meadowlark Estates Final Plat (available at meeting) - Preliminary Plat Site Map	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Meadowlark Estates final plat. The suggested motion to approve this action is as follows: <i>"Move to Authorize Signatures and Approve the Meadowlark Estates Final Plat located in Chisago Lake Township, at 15432 310th Street (PID #02.00726.00)."</i>	
Implications of Action: Recommended Board action grants the requested Final Plat in Chisago Lake Township. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Preliminary Plat Design



Aerial with Zoning Districts

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 16
Title of Item for Consideration: Notice of Retirement of Mr. John Keefe, County Assessor	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board as they relate to the County's Department Directors, statutory employees, and/or organizational structure.	
Background: Mr. John Keefe, Chisago County's Assessor, has announced his retirement, effective November 1st, 2021. County staff is also developing an appropriate opportunity to celebrate Mr. Keefe's career with the County at an upcoming staff event. Attachments: Resignation Email	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board acknowledge and accept the notification of retirement of Mr. John Keefe, Chisago County Assessor. The recommended Board Action is as follows: <i>"Move to acknowledge and accept the notification of retirement of Mr. John Keefe, Chisago County Assessor, and direct County staff to proceed in the development of transition/succession options for future Board consideration."</i>	
Implications of Action: County Board consideration and action at tonight's meeting will allow Mr. Keefe to finalize plans for his upcoming retirement and direct County staff to develop options for appropriate transition/succession plans for department organization and leadership. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are 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 _____

Chase E. Burnham

From: John E. Keefe
Sent: Tuesday, July 27, 2021 11:14 AM
To: Chase E. Burnham
Cc: Karen S. Gates; Chase B. Peloquin
Subject: County Assessor Retirement

Chase,

After a lot of thought, I've decided it is time for me to retire as County Assessor. I've discussed it with Karen Gates and have settled on November 1st 2021 to be my last day.

I've prepared my staff (particularly Chase Peloquin) for this transition. I am certain Chase has all the skills and experience necessary to seamlessly carry on all the duties of this office.

I want to thank Chisago County for the opportunity and honor to serve as your County Assessor over the past two decades.

Sincerely,

John E. Keefe

John Keefe | County Assessor
Assessor
313 N Main St
Suite 250
Center City, MN 55012
John.Keefe@chisagocounty.us
Phone: 651-213-8555

'Chisago County was created by the State of Minnesota to serve, protect, and enhance the quality of life for those we serve.'



NOTICE: E-mail correspondence to and from Chisago County may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 17
Title of Item for Consideration: Replace Failing Controller for Courthouse HVAC in Penthouse	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: None.	
Background: Over the last 2 months the controller that runs the rooftop HVAC units at the Courthouse has been failing. Currently it is operating in a semi-manual mode, which presents issues for air exchange and temperature control in the Courthouse. The existing controller is old and no longer truly serviceable. The best option is to replace the controller with a new one which will also allow better control of the roof top units, providing better energy management and climate control of the Courthouse.	
Attachment(s): Quote from Vendor	
Action Requested/Recommended: The County Board is respectfully requested to approve. The following motion is suggested: <i>“Move to authorize the D.E.S. Director to issue purchase orders for the replacement of the penthouse HVAC controller for a cost of \$29,600.00”</i>	
Implications of Action: By changing out this controller we will be able to run the systems in a fully controlled mode which provides better air handling and climate control.	
Budget/Financial Implications: Not budgeted, needs to be done as soon as it can be done. The County is currently asking Baker Tilly if this expenditure is compliant with American Relief Plan funding.	
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 CH Penthouse JACE Controls Replacement



Honeywell International
1985 Douglas Drive N.
MN10-181A
Golden Valley, MN 55422

Quote Date: 30-Jun-2021
Quote Number: 0001380167-177827
Honeywell Professional: Aron K Peters

Site: Chisago County Courthouse
313 North Main Street
Center City MN US 55012

Customer: County of Chisago
Jon Eckel Chisago Cty MICS Director
313 Main St North Room 140
Center City MN US 55012

Contact: Jon Eckel
Phone: 651-213-8201
Email: Jon.Eckel@chisagocounty.us

Contact:
Phone:
Email:

OVERVIEW OF SCOPE

Scope of Work: Honeywell shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and General Terms and Conditions, which form a part of this Agreement.

The current Honeywell building control platform in the Chisago Courthouse Penthouse has its obsolescence. Honeywell is recommending proactive measures to replace the Niagara controls with the latest Honeywell Comfort Point Open control platform. The CPO migration process offers an avenue to efficiently upgrade the building controls with minimizing downtime and cost of installation.

Controllers to be replaced:

- (1) JACE 600 Niagara Controller to be replaced with a Honeywell CPO PC400 Plant Controller
- (5) Lon Spyder Unitary controllers to be replaced with Honeywell CPO BACnet controllers. Includes BACnet bus wiring.

CLARIFICATIONS / EXCLUSIONS

Additional Clarification and/or Exclusions:

- Includes hardware control drawings, installation of CPO controllers and point data checkout. All field devices to remain and assumed in working condition, sensors, valves, actuator, relays, power supplies etc. Any defective field devices found during the migration will need to be replaced at Chisago County's expense.
- Control Sequences updates are possible during the migration if desired. They will need to be approved by Honeywell and the customer prior to implementation.
- Excludes any Honeywell EBI software, firmware, or graphical updates. Existing graphics will be reused.
- Work to be scheduled during normal working hours with Chisago staff in advance of Honeywell's arrival on site to begin migrations.
- Any issues that arise due to discrepancies in the customer supplied EBI or JACE database are not covered in this contract.
- Any discovered existing issues with the DDC communication networks will not be covered in this contract
- Honeywell shall be entitled to an equitable extension of time to perform its work and appropriate additional compensation to the extent its work is affected, delayed, and/or hindered because of any cause relating to the Covid-19 pandemic.
- Due to implementation of the United States and other tariffs on certain imported products, Honeywell may incur unplanned price increases from our suppliers and/or subcontractors. As a result, Honeywell's proposal pricing is subject to change once you accept our proposal and/or present a purchase order to Honeywell. At the award date, Honeywell will confirm the proposal price or present the pricing change, and will obtain your acceptance, prior to commencement of any work under this project. Honeywell reserves the right to negotiate mutually acceptable scope of work, terms, and conditions of the ensuing subcontract.

QUOTATION TOTAL: \$29,600.00

THIS QUOTATION is valid for 30 days.
Sales tax, if applicable, will be invoiced separately.
Use tax, if applicable, is included in the price.
Currency: USD

Terms and Conditions

This offer is subject to Honeywell Terms & Conditions, copy available upon request. This quotation is valid for a period of 30 days from the date of issue. We reserve the right to apply for partial payment at any time during contract performance.

Payment: Upon Customer acceptance of this proposal or contract execution, whichever occurs first, the Customer shall pay Honeywell \$7,400.00 or 25% of the Price. Such payment shall be used for engineering, drafting, and other mobilization costs reasonably incurred prior to on-site installation.

To accept this proposal, simply sign the document and return together with an official purchase order to either the issuing engineer or via post/fax to the address listed above. By accepting this quotation, the Customer Responsible Person is aware of and agrees with the proposed system modification(s).

Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this Proposal in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s).

I confirm acceptance of this quotation in accordance with the aforementioned Terms & Conditions. I agree that any terms and conditions referenced in the official purchase order shall be considered null and void.



Honeywell Professional

Customer Acceptance

Name: _____

Title: _____

Date: _____

Signature: _____

Purchase Order #: _____

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 18
Title of Item for Consideration: Recommendations from Personnel Committee (4/20/2021) – Payout of FFCRA/Comp-Vacation – Public Health Nurses	
Action Requested by: Personnel Committee	Department: Board of Commissioners
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its Committees or individual members.	
Background: At the April 20th, 2021 Personnel Committee meeting, the Committee discussed paying the County's Public Health Nurses the overages in their Compensation and Vacation banks due to them not being able to use the time they earned due to staffing concerns and the need to work the County's vaccination clinics. Chisago County Policy is that any compensation hours over 100 hours and any vacation hours over 192/240 (depends on bargaining unit) disappear if not used by hire date. The hours do not roll over 100 and 192/240 so, if an employee earns hours over 100 and 192/240, the banks are reduced back to the maximums. Previously the County used CARES funds (expired on Dec. 31, 2020) to fund this. The County offered (and many accepted) an exemption to the County policy, so that all staff could be paid out their PTO/Comp. over the bargained for totals if they had overages. As of July 29, 2021, there is a total of 145.65 hours in the Public Health Department, which is over the bargained/created cap limits. Attachment(s): • Personnel Committee Handout – 4/20/2021	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve paying the Public Health Nurses their compensation and vacation bank overages using ARP funds. The following motion is suggested: <i>“Move to approve paying the Public Health Nurses their compensation and vacation bank overages using ARP funds.”</i>	
Implications of Action: County Board consideration and approval at tonight's meeting will allocate ARP funds to pay the Public Health Nurses for their Compensation and Vacation overages because they could not take time off during the County's vaccination clinics. Budget/Financial Implications: The Public Health nurse's compensation and vacation overages will be paid from the County's ARP allocation. 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 _____

Personnel Committee

4/20/2021

FFCRA/Comp-Vacation Payouts

Current Chisago County Policy is that any compensation hours over 100 hours and any vacation hours over 192/240 (depends on bargaining unit) disappear if not used by hire date. The hours do not roll over 100 and 192/240.

- Public Health nurses or staff working at the vaccination sites are concerned that they will lose PTO/Comp because they cannot take anytime off due to the vaccination clinics requiring staffing.

Previously the County used CARES funds (expired on Dec. 31, 2020) to fund this. The County offered (and many accepted) an exemption to the County policy, so that all staff could be paid out their PTO/Comp. over the bargained for totals if they had overages.

*****As of July 29, 2021, there is a total of 145.65 hours in the Public Health Department, which is over the bargained/created cap limits. Additionally, there are others who are very close to going over the caps within the next week.

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 19
Title of Item for Consideration: Memorandum of Understanding for County Extension Services – University of Minnesota	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: None.	
Background: The Memorandum of Understanding is for County Extension Services with the University of Minnesota from January 1, 2022 to December 31, 2024. Extension is in every county in Minnesota. Regional offices are strategically located across the state. Extension's priorities are preparing young people to lead through Minnesota 4-H, strengthening Minnesota's food and agriculture, teaching responsible lawn and garden practices through a 2,400-strong Master Gardener volunteer force, creating healthier families for 150,520 people through SNAP-Ed, protecting natural resources, including soil, water and woodlands, and understanding what makes communities welcoming, economically vibrant and well-led. County Extension currently provides 1 FTE Extension Educator/4-H Youth Development and a .25 FTE Master Gardener/Program Coordinator position, which is shared with the Soil and Water Conservation District for the following totals in salary costs 2022 - \$96,186, 2023 - \$98,351, and 2024 -\$100,810. In addition to salary the costs, the County also provides office space, furnishings, telephone, computer, internet, and general office supplies. The preliminary budget for County Extension is \$134,200. Attachment(s): • Memorandum of Understanding for County Extension Services – University of Minnesota • MN Stat. §38.37 Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Memorandum of Understanding is for County Extension Services with the University of Minnesota from January 1, 2022 to December 31, 2024, subject to County Attorney approval. The suggested motion to approve this action is as follows: <i>“Move to approve the Memorandum of Understanding for County Extension Services with the University of Minnesota from January 1, 2022 to December 31, 2024, subject to County Attorney approval.”</i>	

Implications of Action: By approving the Memorandum of Understanding for County Extension Services with the University of Minnesota from January 1, 2022 to December 31, 2024, the current extension program in Chisago County will continue as is.

Budget/Financial Implications: The total cost for 2022 would be \$134,500.

Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The MOU is subject to County Attorney approval.

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

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

This Agreement ("Agreement") between the County of Chisago Minnesota ("County") and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2022, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2022 and ending on December 31, 2024, unless earlier terminated as provided in paragraphs 8 and 9.

WITNESSETH:

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

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

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

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

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

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

Table A

Program	FTE	2022 Price	FTE	2023 Price	FTE	2024 Price
Extension Educator, 4-H Youth Development	1	\$76,949	1.00	\$78,681	1.00	\$80,648
Master Gardener Program Coordinator	.25	\$19,237	.25	\$19,670	.25	\$20,162
Total	1.25	\$96,186	1.25	\$98,351	1.25	\$100,810

*List program area of responsibility: Agriculture, Food, Natural Resources; Community Vitality; Family Development

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

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

The County agrees to provide local support in the form of support staff, office space, office furnishings, telephone, computer, software, internet service, storage space, and general office supplies. The University will recommend support staff responsibilities, technology needs and other office standards. Nevertheless, the level of availability and type of local support will be determined by the County as established in the annual budget.

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

5. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the program with regional educators and/or temporary employees with involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees.

6. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the program during the hiring process, the County will be billed at the contract price.

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

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34.

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

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

If to County:

Chisago County Extension
Attn: Auditor Dennis Freed
313 N Main Street, Room 271
Center City, MN 55012
Facsimile: 651-213-8500
djfreed@co.chisago.mn.us

If to University:

University of Minnesota
Minnesota Extension
Attn: Dean Beverly Durgan
240 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
Facsimile No.: 612-625-6227
E-mail: mnext@umn.edu

11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

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

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

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

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

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

COUNTY of CHISAGO

Regents of the University of Minnesota

BY _____
Chair, County Board of Commissioners

BY _____

DATE _____

DATE _____

Approved as to form:

BY _____
County Attorney

DATE _____

BY _____

DATE _____

38.37 COUNTY EXTENSION COMMITTEE; PROGRAM, COUNTY AGENTS.

The county extension committee shall, annually, plan a program of county extension work in cooperation with the Minnesota Extension Service of the University of Minnesota and the United States Department of Agriculture. To run the program, the county extension committee, acting with the director of extension, or the director's designee, shall recommend for employment suitable and qualified persons to be known as extension agents. The extension agents must be employed according to university personnel procedures and must be university employees. The extension agents shall provide educational programs and services to enhance the quality and productivity of county extension work.

History: (6126) 1923 c 423 s 6; 1953 c 202 s 5; 1969 c 1081 s 2; 1986 c 444; 1990 c 376 s 6

Chisago County Request for Board Action

Meeting Date: August 4, 2021	Item Number: 20
Title of Item for Consideration: Joint Powers Agreement for the Metropolitan Emergency Services Board (MESB)	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: Chisago County joined the JPA in 2006. The agreement was amended in 2008, 2012 and again in 2017.	
Background: The purpose of the JPA is to establish a regional radio board pursuant to MN Sec. 403.39 to implement, maintain and operate regional and local improvements to the statewide, shared, trunked radio and communication system provided for in Sec. 403.36 and to comply with the mandate of Sections 403.02 to 403.15, and implementing and administering a regional 911 system through a joint powers board. Each member of the agreement cooperates in fulfilling these purposes, the terms of this Agreement and the objectives of applicable legislation, rules and standards in furtherance of the (3) public safety and welfare of the people of the ten-county metropolitan area through effective emergency communications systems and emergency medical services systems. Ten-county metropolitan area” means the counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, and Washington. This Agreement, which amends and replaces the existing Joint Powers Agreement for Metropolitan Emergency Services Board, shall become effective on January 1, 2022 and shall continue in force until December 31, 2026	
Attachment(s): • Joint Powers Agreement (JPA) for Metropolitan Emergency Services Board (MESB)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Joint Powers Agreement (JPA). The suggested motion is as follows: “Move to approve Joint Powers Agreement for the Metropolitan Emergency Services Board (MESB).”	
Implications of Action: By approving the JPA, Chisago County will remain a member of the Metropolitan Emergency Services Board (MESB) and compliant with Sections 403.02 to 403.15.	
Budget /Financial Implications: This new JPA does not change the current funding structure of the JPA.	
Legal Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies. The JPA is subject to County Attorney approval as to form.	

Administrator's Recommendation			
Approve 	Deny _____	Other _____	
Motion By: _____		Seconded by: _____	
To: _____			
Action on Motion:	Aye _____	Nay _____	Abstain _____

**JOINT POWERS AGREEMENT
FOR
METROPOLITAN EMERGENCY SERVICES BOARD**

AGREEMENT made on the effective date herein between Anoka County, Carver County, Chisago County, Dakota County, Hennepin County, Isanti County, Ramsey County, Scott County, Sherburne County, Washington County, and City of Minneapolis.

WHEREAS, the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington entered into a joint powers agreement to establish the Metropolitan 911 Board to carry out the requirements of counties under Minnesota Statutes, Chapter 403 for the establishment of a 911 telephone system in the seven-county metropolitan area; and

WHEREAS, the provision of Emergency Medical Services (EMS) is a function that is related to the installation and operation of a regional 911 telephone system; and

WHEREAS, regional EMS systems governed by a body consisting of appointed representatives from each of the counties within a region are eligible for funds from the EMS Regulatory Board in accordance with Minnesota Statutes, Section 144E.50; and

WHEREAS, the Joint Powers Agreement for Metropolitan 911 Board was previously amended to include the power to serve as a regional EMS system board under Minnesota Statutes, Sections 144E.50 to 144E.52; and

WHEREAS, the Metropolitan Radio Board was established pursuant to Minnesota Statutes, Section 403.22, and included the seven member counties to the Metropolitan 911 Board and Chisago County, Isanti County and the City of Minneapolis; and

WHEREAS, the statutorily created Metropolitan Radio Board terminated pursuant to Minnesota Session Laws, 2004, c. 201, s. 22, and a successor regional radio board needed to be established pursuant to Minnesota Statutes, Section 403.39 to plan, implement, maintain, and operate regional and local improvements to the statewide, shared, trunked radio and communication system provided for in Section 403.36; and

WHEREAS, the seven member counties to the Metropolitan 911 Board and the City of Minneapolis recognized that there were economic and operational advantages to the members to jointly plan, coordinate, and administer a regional 911 system, emergency medical services, and a regional radio system in the metropolitan area, pursuant to Minnesota Statutes, Section 471.59 and other law; and therefore entered into a Joint Powers Agreement for Metropolitan Emergency Services Board effective June 15, 2005, which made the former Metropolitan 911 Board the successor to the Metropolitan Radio Board; and

WHEREAS, Chisago County became a party to said Joint Powers Agreement in 2006, and fully participates in the activities of the Board; and

WHEREAS, said Joint Powers Agreement was amended and replaced by Joint Powers Agreement for Metropolitan Emergency Services Board effective January 1, 2008; and

WHEREAS, Isanti County became a party to said Joint Powers Agreement in 2010, and fully participates in the activities of the Board; and

WHEREAS, the Joint Powers Agreement for Metropolitan Emergency Services Board effective January 1, 2008 was amended and replaced by Joint Powers Agreement for Metropolitan Emergency Services Board effective January 1, 2012; and

WHEREAS, the Joint Powers Agreement for Metropolitan Emergency Services Board effective January 1, 2012 was amended and replaced by Joint Powers Agreement for Metropolitan Emergency Services Board effective January 1, 2017; and

WHEREAS, Sherburne County became a part to said Joint Powers Agreement in 2019, and fully participates in the activities of the Board; and

WHEREAS, all of the parties to the existing Joint Powers Agreement for Metropolitan Emergency Services Board agree that it shall be amended and replaced with this Agreement.

THEREFORE, in consideration of the terms contained herein, and in consideration of the execution of this Agreement by each of the parties hereto, it is agreed as follows:

ARTICLE I

Purposes

This Agreement has been executed by the parties hereto for the following purposes:

A. establishing a regional radio board pursuant to Section 403.39 to implement, maintain and operate regional and local improvements to the statewide, shared, trunked radio and communication system provided for in Section 403.36.

B. complying with the mandate of Sections 403.02 to 403.15, and implementing and administering a regional 911 system through a joint powers board.

C. encouraging the development of new resources and the coordination of EMS services throughout the ten-county metropolitan area to efficiently and cost effectively respond to medical emergencies and provide a high level of patient care.

D. serving as the successor in interest to the Metropolitan Radio Board with respect to all contracts (including but not limited to Cooperative Agreements with members to this Agreement and/or other radio users), responsibilities and obligations, whether at law or in equity.

Each member agrees to cooperate in fulfilling these purposes, the terms of this Agreement and the objectives of applicable legislation, rules and standards in furtherance of the

public safety and welfare of the people of the ten-county metropolitan area through effective emergency communications systems and emergency medical services systems.

ARTICLE II

Definitions

Section 1: Statutory Definitions. The definitions of terms contained in Minnesota Statutes, Chapter 403 shall apply in this Agreement where those terms are used.

Section 2: Additional Definitions. In the interpretation of this Agreement, the following additional definitions shall have the meanings given to them.

- A. "Board" means the joint powers board described in Article III, Section 1 of this Agreement.
- B. "CAD" means Computer-Aided Dispatch.
- C. "EMS" means Emergency Medical Services.
- D. "Local Elective Service" means that service of a county which exceeds minimum 911 service.
- E. "Member" means a party to this Agreement.
- F. "PSAP" means a public safety answering point.
- G. "Representative" means a county commissioner or city council member who is a duly appointed, qualified and acting representative of a member hereto.
- H. "Regional 911 System" means the metropolitan area 911 system under the Board coordinating 911 service to each of the counties hereto.
- I. "~~Nine~~ Ten-county metropolitan area" means the counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, and Washington.
- J. "User" with respect to the regional radio system, means any entity or person who has a contractual or other right to send and receive information via the regional radio system.

ARTICLE III

Joint Powers Board

Section 1: Creation and Composition. A board, known as the Metropolitan Emergency Services Board, is hereby established for the purposes contained herein with the powers and duties set forth in this Agreement. The Board shall consist of either one or two representatives from each of the counties of Anoka, Carver, Dakota, Scott, Sherburne and Washington, and from the City of Minneapolis, as provided in their appointing resolutions. Ramsey County and Hennepin County shall each have two to four representatives, as provided in their appointing resolutions. The counties of Anoka, Carver, Dakota, Scott, Sherburne and Washington, and the City of Minneapolis, shall be entitled to two votes each, one vote for each representative, or allocated among their representatives as provided in their appointing resolutions. Ramsey County and Hennepin County shall have four votes each to be allocated among their representatives as provided in their appointing resolutions. The Board shall include one representative from each of the counties of Chisago and Isanti who shall each have one vote. The governing body of each member to this Agreement shall appoint, by resolution, its representatives and alternates to the Board. Alternates shall be elected officials and shall have the same voting strength as the representative for whom they are appointed to serve as an alternate. Resolutions appointing representatives shall be filed at a place, time and manner as determined by a majority of the Board.

Section 2: Terms. Representatives shall be appointed for a one year term beginning January 1 of each year. In the event that any representative shall not have been appointed by January 1 in any year, the incumbent representative shall serve until a successor has been appointed. Removal of any representative during the term for which the representative has been appointed shall be done only by resolution of the appointing governing body. Resolutions appointing or removing representatives under this section shall be filed as provided for in Section 1 of this Article.

Section 3: Chair and Vice Chair. At its first regular meeting of the year the Board shall elect a Chair and Vice Chair from among the representatives designated by the governing bodies of the members to serve on an Executive Committee. The Chair and Vice Chair shall be elected by the Board for one year terms. The Chair shall preside at all meetings of the Board and shall perform other duties and functions as may be determined by the Board. The Vice Chair shall preside over and act for the Board during the absence of the Chair.

Section 4: Secretary and Treasurer. At its first regular meeting of the year the Board shall elect a Secretary and a Treasurer from among the representatives designated by the governing bodies of the members to serve on an Executive Committee. The Secretary and the Treasurer shall be elected by the Board for one year terms. The Secretary and Treasurer shall perform all the duties and functions as provided for in the bylaws. In the absence of the Chair and Vice Chair the Secretary and Treasurer, respectively, shall preside over and act for the Board.

Section 5: Membership in Executive Offices. Ramsey County shall have one representative in any of the four executive offices provided for in Sections 3 and 4 of this Article. Hennepin County and the City of Minneapolis shall alternate every four years having a representative in

any of the four executive offices provided in Sections 3 and 4 of this Article. Officers will serve successively in the offices of Treasurer, Secretary, Vice Chair and Chair. Representatives from all other members will serve as officers on a rotating basis.

Section 6: Vacancies. If an appointment of any representative is vacated before the end of the term, the vacancy shall be filled by appointment by the appropriate appointing governing body. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minnesota Statutes, Section 351.02 exist, or if a representative fails to qualify or act as a representative.

Section 7: Meetings. The Board shall meet at regular meetings at such times and places as the Board shall determine. Special meetings may be held on reasonable notice by the Chair or any two representatives upon terms and conditions as the Board may determine and in accordance with the requirements of the open meeting law, Minnesota Statutes, Chapter 13D. Each representative shall be present and voting only in his or her own representative capacity and without authority to cast proxy votes. An affirmative vote of a majority of representative votes present shall be required before any action can be taken provided a quorum is present at the call of the meeting to order. A majority of the representatives designated by the members to this Agreement shall constitute a quorum, provided that those present represent a majority of the members to this Agreement.

ARTICLE IV

Powers of the Board

Section 1: General Powers. The Board is hereby authorized to exercise such authority that it may as a joint powers board pursuant to Minnesota Statutes, Section 471.59, and other law, including new and amended law, except as otherwise limited herein, to effectively achieve the goals and objectives as described herein.

A. **Radio.** When acting in its capacity as a regional radio board and as the successor to the Metropolitan Radio Board, the Board has the powers necessary and convenient to discharge the duties imposed on it by law, including the duty to implement, maintain, and operate regional and local improvements to the statewide, shared, trunked radio and communication system provided for in Minnesota Statutes, Section 403.36. The Board shall also have the powers of a regional radio board provided by Minnesota Statutes, Section 403.39.

B. **911.** When acting as the metropolitan 911 board, the Board is authorized to complete the implementation of the consolidated 911 plan for the ten member counties in the acquisition, installation, operation and maintenance of the Regional 911 System, and is authorized to exercise those powers required to discharge the duties imposed by Minnesota Statutes, Sections 403.01 to 403.15, and rules and regulations promulgated pursuant to said statutes.

C. **EMS.** When acting as a regional emergency medical services (EMS) board pursuant to Minnesota Statutes, Sections 144E.50 to 144E.52, the Board is authorized to take

actions, or recommend actions to the appropriate authorities, public and private, which are needed for the coordination and improvement of emergency medical services (EMS) within the counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne and Washington.

D. Emergency Services Systems. The Board may exercise other powers granted by the legislature to regional radio boards and to counties or cities under Minnesota Statutes, Chapter 403, including all the powers of a regional emergency communication board under Minnesota Statutes, Section 303.392, or any other law related to emergency services systems.

Section 2: Specific Powers. The Board may exercise, but is not limited to, the following specific powers:

A. Powers of General Applicability. The Board may exercise the following powers in carrying out any of the purposes set forth in this Agreement:

1. Adopt an annual budget, together with a statement of the sources of funding and an estimate of the proportion of such amounts required of each party.
2. Enter into contracts required in furtherance of this Agreement and statutory mandate; and enforce such contracts to the extent available in equity or at law. The requirements of the member with the least restrictive contracting and purchasing authority shall apply hereto in the judgment of the Board.
3. Disburse funds in a manner, which, as far as practicable, is consistent with the method provided by law for the disbursement of funds by the parties to this Agreement.
4. Adopt by-laws and rules and/or policies consistent with this Agreement required for the exercise of the powers of the Board or accomplishment of its objectives.
5. Proceed against any member to this Agreement failing to make prompt payment of its just and correct assessment under Article VI, subject to the procedures established in this Agreement.
6. Make provision for the employment, discipline or discharge of personnel required to accomplish the purposes of this Agreement. Employ an executive director and delegate contracting authority to the executive director up to such limits as determined by the Board, and delegate such other powers as the Board deems appropriate for the efficient and effective management of the joint powers organization.
7. Purchase public liability insurance and such other bonds and insurance as is deemed necessary for the protection of the Board, its members, representatives, officers, agents and employees. The exercise of such authority by the Board shall not be construed as a waiver or modification of the limitations, defenses and immunities of liability contained in Minnesota Statutes, Chapter 466, Minnesota Statutes, Section 471.59, subd. 1a, or other applicable law.

8. Seek, apply for, and accept appropriations, gifts, grants or loans of money, other property or assistance on behalf of any or all the members from the United States Government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and disburse or dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto. Nothing herein is intended to authorize the Board to issue bonds for any of its purposes.

9. Acquire real and personal property by purchase, lease, gift, or grant, and interests in property necessary for the accomplishment of the purposes set forth in this Agreement, and sell or otherwise dispose of property which it no longer requires.

10. To the extent allowed by law, establish and collect fees, including user fees, for services provided by the Board.

11. Petition the legislature and congress for funding and for statutory changes.

12. Sue and be sued.

13. The Board shall keep proper minutes of all its proceedings.

14. The Board shall keep proper and adequate books of accounts showing all its receipts and disbursements by date, source, and amount. The Board must be audited at least once each year. The Board may elect to be audited by a certified public accountant or by the state auditor.

B. Radio Specific Powers. The Board may exercise the following regional radio board powers:

1. Establish, implement, and approve plans for local government radio subsystems that are, or will be, interconnected to the state backbone within the ten-county metropolitan area.

2. Set or adopt regional performance and technical standards, subject to review by the Statewide Emergency Communications Board (SECB), for regional radio system infrastructure.

3. Set regional interoperational priorities or protocols for the radio system.

4. Determine cost apportionment among radio user entities for regional capital, operational, maintenance, and administrative costs.

5. Continue to administer radio antenna leases within metropolitan area. Renegotiate and approve new leases upon expiration, when necessary, in conjunction with MnDOT.

6. Assume existing contractual responsibilities of the Metropolitan Radio Board.

7. Monitor compliance with standards, protocols and procedures as determined by the SECB and this Board within the nine-county metropolitan area.

8. Prepare reports to the legislature as required by law.

9. In cooperation and conjunction with the SECB, and MnDOT, allocate capacity within the ten-county metropolitan area.

10. Coordinate integration among users in the ten-county metropolitan area.

11. Apply for and hold licenses for public safety frequencies to be used in regional and local improvements, including a regional data system.

12. In cooperation with the SECB, determine the extent to which local governments, quasi-public service corporations, and private entities eligible to use the system may provide system enhancements at their direct expense.

13. Subject to system capacity and channel availability, the Board shall ensure that all local governments, quasi-public service operations, and private entities in the ten metropolitan counties that are eligible to use radio frequencies reserved for public safety use have adequate communications capacity and intercommunications capability.

14. The Board may contract with entities in the ten metropolitan counties eligible to use the public safety channels other than local governments, to provide them with public safety radio communication service. The Board may contract with eligible jurisdictions and entities outside the ten metropolitan counties for inclusion in the regionwide public safety radio communication system.

15. Own, lease or otherwise provide hardware and/or software necessary to support sharing of radio infrastructure between multiple agencies, including public safety answering point (PSAP) dispatch operation position equipment.

C. **911 Specific Powers.** The Board may exercise the following 911 board powers:

1. Engage in planning, installing, administering, operating and maintaining the Regional 911 System, including preparing and submitting a consolidated 911 system plan on behalf of all the counties. Any consolidated 911 system plan approved by the Board shall not impose financial obligations on any county or city which exceeds those approved by the county or the city responsible for the PSAP.

2. Provide or administer training to PSAP operators and other participants in the emergency services systems.

3. Own, lease or otherwise provide the network(s) and/or emergency service applications that support the network(s), including hardware and/or software, for network components and elements such as servers, gateways, routers, databases, or any other network

elements, necessary to support standardized regional delivery of Requests for Emergency Assistance (RFEAs) and the related data information to multiple PSAPs.

4. Own, lease or otherwise provide the hardware/software/data/applications and/or other emergency service components and elements necessary to support standardized regional handling of Requests for Emergency Assistance (RFEAs) and the related data information at individual and/or multiple PSAPs.

5. Contract with one or more vendors to provide an emergency services system(s) or related elements or components of an emergency services system(s).

6. Contract with or employ staff to design, install, administer, operate, and maintain elements or components of an emergency services system.

7. Set or adopt regional performance and technical standards related to an emergency services system(s).

8. Monitor vendor compliance with the emergency services system standards.

9. Determine and administer cost apportionment among user entities for regional capital, operational, maintenance, and administrative costs.

10. Develop and maintain a regional plan for the implementation of Next Generation 911 (NG911) service within the region or within subregions of the region consistent with standards established under Minnesota Statutes, Section 403.382.

11. Establish regional technical and operational standards for the implementation of NG911 service within the region or within subregions of the region that are consistent with technical and operational standards for 911 service adopted pursuant to Minnesota Statutes, Section 403.382.

12. Upon Board action to exercise this power, contract with one or more vendors for a CAD interoperability system; administer and govern this system via an established committee of all PSAP participants.

D. EMS Specific Powers. The Board may exercise the following EMS board powers:

1. Serve as the contractual and financial agent for the purposes of accepting and disbursing State or federal funds under agreements with the State of Minnesota, Minnesota Department of Health or other State or federal agencies on behalf of the counties included in the ten-county metropolitan regional EMS system, as identified in Section 1.C, for regional emergency medical services (EMS) activities.

2. Review and approve plans, grant applications or requests for funds or programs related to emergency medical services within the ten-county metropolitan regional EMS system.
3. Recommend policies, procedures, or programs to coordinate and improve the delivery of emergency medical services in the ten-county metropolitan regional EMS system.
4. Review, develop, and recommend standards for training of emergency services personnel, including dispatchers, first responders, emergency medical technicians, paramedics, emergency room nurses and physicians for the ten-county metropolitan area.
5. Develop, review, and recommend standards and procedures for EMS communications, including, but not limited to use of the assigned Emergency Medical Services radio frequencies within the ten-county metropolitan area.
6. Develop, review, and recommend standards and procedures for emergency transportation and medical care of the patient from the scene of the incident to the hospital including equipment for patient care in the ten-county metropolitan area.
7. Review, develop, and present public information and education programs that relate to EMS functions and services in the ten-county metropolitan area.

Section 3: Indemnification. The Board shall be considered a separate and distinct public entity to which the members have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, Chapter 466. The Board shall fully defend, indemnify and hold harmless the members against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any member of limitations on liability provided under Minnesota Statutes, Section 466.04. To the full extent permitted by law, actions by the members pursuant to this Agreement are intended to be and shall be construed as a cooperative activity and it is the intent of the members that they shall be deemed a single governmental unit for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a; provided further that for purposes of that statute, each member to this Agreement expressly declines responsibility for the acts or omissions of the other members. The members of the Board are not liable for the acts or omissions of the other members to the Board except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other members.

ARTICLE V

Committees

Section 1: Executive Committee. The Chair, Vice Chair, Secretary, Treasurer and one representative from each of the members not represented by an executive officer shall constitute an Executive Committee. The governing body of each member to this Agreement shall designate which of its representatives will serve on the Executive Committee. The Executive

Committee shall have the authority to act in those circumstances and on those matters as directed by the Board.

Section 2: Technical Operations Committee(s). The Board shall establish Technical Operations Committee(s) and shall determine the membership and responsibilities of the committee(s).

Section 3: EMS Technical Operations Committee. The EMS Technical Operations Committee shall recommend to the Board those actions which are needed for the coordination and improvement of emergency health care services within the ten-county metropolitan regional EMS system.

Section 4: Other Committees. The Board may appoint such other committees and subcommittees as are necessary for the accomplishment of the purposes of this Agreement. The Board may authorize one or more subcommittees for any committee of the Board.

ARTICLE VI

Funding

Section 1: Assessment Procedure. By August 1 of each year, prior to the adoption of an annual budget for the following year, the Board shall determine the amount of contribution by each participating county according to the assessment formula in Section 3 herein. The budget shall account for all revenue and expenses of each function of the Board under this Agreement. The contribution of each county shall be a credit for the county making the contribution. If, in any year, the amount of any contribution exceeds that estimated as each county's share toward the total annual cost, the excess shall be allocated in such manner as to reduce each county's contribution in accordance with the assessment formula herein. If, after the adoption of an annual budget, it appears that a deficit is imminent in that the amount of any share is incorrect or insufficient, the Board may, at a regular or special meeting, adjust the budget to the extent required for the exercise of its powers and the accomplishment of its purposes. Such additional contributions shall be assessed as provided in Section 3 herein. Hennepin County will be assessed based on its entire population as provided in Section 3 herein; therefore, the City of Minneapolis shall not be assessed for Board functions except for administrative costs related to regional radio board functions as provided in Section 8 herein.

Section 2: Initial Assessment. An assessment shall be made and charged to each county herein sufficient to enable the Board to administer the Regional 911 System. Such assessment shall be made by the Board at its first regular meeting in accordance with the assessment formula contained in Section 3 herein. Thereupon, notice of the assessment shall be forwarded to each county for approval and payment.

Section 3: Assessment Formula. All assessments authorized to be made by this Agreement shall be made in the same proportion as the ratio of the population of the county bears to the population of the ten-county metropolitan area, as measured by the most recent and available population figures of the State Demographic Center. If the Board incurs any liability for

damages arising from any of its activities under this Agreement, the amount of damages shall be assessed against each county in the same manner as in the assessment formula described in this section; provided that any assessment against Hennepin County shall be reduced by the amount attributable to the population of the City of Minneapolis and shall be assessed against the City of Minneapolis. Nothing herein shall be construed as a waiver or modification of the limitations, defenses and immunities of liability contained in Minnesota Statutes, Chapter 466, Minnesota Statutes Section 471.59, subd. 1a, or other applicable law.

Section 4: Initial Local Elective Service. The total costs incurred as a result of any single county request or local elective service shall be assessed to the county so requesting. If more than one county makes a request for such service, the assessment therefor shall be made in the same proportion as the ratio of population of each requesting county bears to the population of all counties requesting such local elective service. The assessment therefor shall be made on the most recent and available population figures of the State Demographic Center.

Section 5: Local Elective Service After Implementation. Any county requesting an elective service after implementation of the Regional 911 System, or after the cost of a local elective service has been assessed and paid by another county or counties, shall purchase the local elective service by paying its proportionate share of the installation cost of special or additional equipment required for local elective service to the Board as though the later requesting county or counties had originally requested the local elective service.

The amount paid by the county or counties later requesting the local elective service shall be paid to the county or counties originally paying for the local elective service in proportion to their entitlement, or at the county's option, may be allocated by the Board to the initial requesting county or counties as a credit in proportion to their original payment for local elective service.

Section 6: Time of Payment; Review. All assessments made under the provisions of this article shall be approved and paid by each county within thirty (30) days of receipt of written notice of the assessment. Payment by any county shall not be construed as a waiver of the right to review the amount or the basis for the assessment. Any county may request such a review, after payment of the assessment, by the Board. The Board shall hear the parties upon request and make such modifications in the assessment to any county as are appropriate under the circumstances. If the request for review is not satisfactorily resolved before the Board, the aggrieved county or counties may make a request for arbitration pursuant to the provisions of Minnesota Statutes, Chapter 572.

Section 7: Allocation of Capital, Operating and Maintenance Costs for Radio System. Each member shall pay for the capital, maintenance and operating costs of all equipment related to the regional radio system which the member owns, now or in the future.

Section 8: Administrative Costs. The administrative costs of the Board which are incurred as a result of the Board's operating as a regional radio board shall be determined by the Board and shall be allocated to all members as provided in Section 3 herein, except that Hennepin County's assessment shall be reduced by the amount assessed to the City of Minneapolis, which shall be assessed based on its population.

Section 9: Accountability for Funds. All funds shall be accounted for according to generally accepted government accounting principles.

ARTICLE VII

Withdrawal

Section 1: Unilateral Withdrawal. No member may withdraw during the term of this Agreement or during any renewal term. Any member may withdraw upon the expiration of the term of this Agreement or upon the expiration of any renewal term, provided for in Article IX, Section 1, by giving notice to the Chair of the Board of a certified copy of a resolution of its governing body indicating its intent to withdraw from this Agreement. Such notice must be given to the Chair of the Board by June 1st of the year of withdrawal to be effective. Upon receipt of the resolution, the Chair of the Board shall forward a copy of the resolution to each of the members and to the Minnesota State Department of Public Safety.

Section 2: Effect of Withdrawal. Withdrawal by any member shall not terminate this Agreement except as provided in Article VIII. Withdrawal shall not act to discharge any liability incurred or chargeable to any member before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. No member shall be entitled to a refund of administrative or operating funds paid, or forgiveness of such funds owed, to the Board. Any withdrawing county receiving local elective services shall continue to be liable for its share of the annual recurring costs of such service.

ARTICLE VIII

Termination

Section 1: Termination. This Agreement shall terminate upon the occurrence of any one of the following events:

- A. When members withdraw pursuant to Article VII so that in the judgment of the Board it becomes impractical or uneconomical to continue to operate under this Agreement.
- B. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- C. When a majority of the members hereto agree, by resolution of their governing bodies, to terminate the Agreement.
- D. Upon the termination date set forth in Article IX, unless renewed as provided in Article IX.

Section 2: Effect of Termination. Termination shall not discharge any liability incurred by the Board or by the members during the term of this Agreement. Each member shall be liable for its own acts and for the acts of the Board to the extent provided by law. Property or surplus money acquired by the Board shall be distributed to the members in proportion to contributions of the contracting parties. Any funds remaining from the settlement with Northwestern Bell Telephone Company shall be distributed to the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington in proportion to their population as determined by the most recent and available population figures of the State Demographic Board. The Board shall approve a final report of its activities and affairs.

ARTICLE IX

Effective Date, Renewal, Amendments, New Members

Section 1: Effective Date. This Agreement, which amends and replaces the existing Joint Powers Agreement for Metropolitan Emergency Services Board, shall become effective on January 1, 2022 and shall continue in force until December 31, 2026.

This Agreement may be renewed for additional terms of up to five years each by resolution of the governing bodies of the members hereto. Upon the renewal of this Agreement by a majority of members, this Agreement will become binding upon the remaining members except for any member that has provided notice of its intent to withdraw pursuant to Article VII, Section 1.

Section 2: Amendments. This Agreement may be amended only by unanimous agreement of the members hereto by resolution of the governing bodies thereof except as provided in Section 3 herein.

Section 3: New Members. Additional members may become parties to this Agreement by resolution of their governing bodies and unanimous agreement of the representatives of the existing members.

Section 4: Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written below:

COUNTY OF ANOKA, STATE OF MINNESOTA

Attest: _____ By: _____
County Administrator Chair of County Board

Date: _____

COUNTY OF CARVER, STATE OF MINNESOTA

Attest: _____ By: _____
Clerk of County Board Chair of County Board

Date: _____

COUNTY OF CHISAGO, STATE OF MINNESOTA

Attest: _____ By: _____
Clerk of County Board Chair of County Board

Date: _____

Reviewed by:

Chisago County Attorney

Date: _____

COUNTY OF DAKOTA, STATE OF MINNESOTA

Attest: _____ By: _____
Clerk of County Board Chair of County Board

Date: _____

Approved as to Form:

Assistant Dakota County Attorney

Date: _____

COUNTY OF HENNEPIN, STATE OF MINNESOTA

Attest: _____ By: _____
Clerk of County Board Chair of County Board

Date: _____

Reviewed by the County Attorney's Office

By: _____

Date: _____

COUNTY OF ISANTI, STATE OF MINNESOTA

Attest: _____ By: _____
Clerk of County Board Chair of County Board

Date: _____

COUNTY OF RAMSEY, STATE OF MINNESOTA

By: _____

Chair

Ramsey County Board of Commissioners

Date: _____

Attest: _____

Mee Cheng, Chief Clerk

Ramsey County Board of Commissioners

Date: _____

Approved: _____

Nancie Pass, Director

Ramsey County Department of Emergency Communications

COUNTY OF SCOTT, STATE OF MINNESOTA

Attest: _____ By: _____
Clerk of County Board Chair of County Board

Date: _____

COUNTY OF SHERBURNE, STATE OF MINNESOTA

Approved on the ___ day of _____, 20xx

Attest: _____ By: _____
Clerk of County Board Chair of County Board

Date: _____

Approved as to form and execution:

For Sherburne County Attorney's Office

COUNTY OF WASHINGTON, STATE OF MINNESOTA

Attest: _____ By: _____
Clerk of County Board Chair of County Board

Date: _____

Approved as to Form:

Assistant Washington County Attorney

CITY OF MINNEAPOLIS, STATE OF MINNESOTA

By: _____
City Coordinator

By: _____
City Finance Officer or Designee

Date: _____

Approved as to Form:

Assistant City Attorney

Corr.

Chisago County Board of Commissioners:

Re: Rush City Women's Club 100th Anniversary Celebration

It is our pleasure to share our history with you in anticipation of the Rush City Women's Club 100th Anniversary. Our 100 years of history are documented by minutes and newspaper clippings kept by the secretaries all through the years. The Rush City Women's Club first organizational meeting was held at the home of Marilla Stone in September of 1921. Meeting was presided by the current 10th District of Minnesota Federation of Women President, Bertha Fairfield of Wayzata. The Rush City ladies voted to form a local club and join the 10th District of Minnesota Federation Women's Club which we believe affiliated them with the state and national levels. Their mission, at all levels, was Community Betterment and Mutual Benefit of its members. Unfortunately, the Rush City Women's Club withdrew from the county and state levels in 1965. But wonderfully they continued on their own to our current day, meeting monthly.

Today the group continues the legacy in many ways supporting our club members and the local community. A bit of brief history we are most proud of we will share with you. The club established a local library in 1923 and in 1963 it became a municipal library with the club still in management until it became a branch of what is now the East Central Regional Library system (1971). They maintained the city park in their first twenty years. They were very active in community affairs and supported the local hospital and schools. Awards to seniors in our high school began in the 1930's and continued each year, and we now fundraise to issue two \$500.00 scholarships to two seniors of Rush City High School to further their education. Local organizations, the city, our schools, the local nursing home and our library have benefited from our donation of hours and funds. We are a member of the local chamber.

We are currently posting monthly decade history on our Rush City Women's Club Facebook Page and I welcome you to view it, it will give you insight as to the many accomplishments of the club. **Plans are being made for the 100th Celebration to be held at the Chuckers Bowl and Spare Room Event Center at 1270 West 3rd Street, Rush City, Minnesota, on Saturday, September 25, 2021 at 11 a.m. Our hope is that we can have local, county and state dignitaries present to acknowledge this accomplishment. We invite you to participate in person and in a written acknowledgement of your choice that we can share during our program**

If you have any questions, you can contact me at ecrobin@midco.net or contact me at the phone numbers below. Mailed items can be mailed to P.O. Box 23, Rush City, Minnesota 55069, my address. Thank you for your time and we look forward to hearing from your office.

Elaine C. Robinson
Rush City Women's Club Member
Historical Committee
Home #320-35-3223 Cell#763-221-5193