



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, September 1, 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: <i>(discussed in detail as requested)</i> | |
| 2.) Payment of County's Warrants for HHS | TAB 2 |
| 3.) SHIP Grant Agreement – Lakeside Elementary | TAB 3 |
| 4.) Professional/Technical Services Contract between Barb Mork and Chisago County | TAB 4 |

7:00 p.m. Citizen's Forum

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

Board of Commissioners' Consent Agenda:

- | | |
|---|-------|
| 1.) HHS Committee Recommendation – Director's Report | TAB 1 |
| 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS | TAB 2 |
| 3.) HHS Committee Recommendation – SHIP Grant Agreement – Lakeside Elementary | TAB 3 |
| 4.) HHS Committee Recommendation – Prof./Tech. Services Contract with Barb Mork | TAB 4 |
| 5.) Payment of County's Warrants and Miscellaneous Bills | TAB 5 |
| 6.) Minutes from the August 18, 2021 Regular Meeting | TAB 6 |
| 7.) Conveyance of Tax Forfeited Land to the Chisago Lake Township pursuant to M.S. 282.01 | TAB 7 |

Other County Business:

- | | |
|---|--------|
| 8.) City of Wyoming Railroad Park Development Plan | TAB 8 |
| 9.) Appointment to the Planning Commission – District 1 | TAB 9 |
| 10.) Award & Approval of CSAH 11 Rutting Repair Project | TAB 10 |
| 11.) Lakes & Pines Community Action Council – Homelessness Programs | TAB 11 |
| 12.) JPA Regional Juvenile Detention and Treatment Facility | TAB 12 |
| 13.) Credit Card Request – Jacob Thompson, Enterprise Services, Emergency Comm. Manager | TAB 13 |
| 14.) Radiological Emergency Preparedness Grant Contract | TAB 14 |
| 15.) Creation of Buildings and Facilities Committee | TAB 15 |
| 16.) Discuss and Consider Approval of Preliminary 2022 Levy and Annual Budget | TAB 16 |

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: September 1, 2021

I. Department Updates/Highlights:

Health and Human Services received our report from our most recent DHS Performance Management Review. Chisago County scored highest in our region for our Minnesota Family Investment Program/Diversionary Work Program for the time period April 2020 – March 2021. Other areas that were detailed in the same review were our Child Repeat Maltreatment cases, Child Permanency, and Child Relative Placements. Overall the report was quite positive, with the only one noted issue noted in repeat substantiated child maltreatment reports.

As most processes have shifted away from the COVID-19 protocols of the past year and a half, we have noted a continued decline in both foot traffic in our offices as well as a decrease in items being mailed to our offices. It appears that the majority of all of our communications are coming in by phone or electronically as email. This is reportedly more convenient for our citizens and is also leading to some cost savings for our department. This general trend by the public works well with the hybrid work model we continue to operate under.

I have previously mentioned some of the changes coming to the state Adult Protection Services across Minnesota. At this time, the Administration for Community Living (ACL) has approved DHS's initial spending plan for \$1.3 million Minnesota will receive from the American Rescue Plan in 2021. The majority of this funding (\$1,078,059) will provide additional resources to smaller and mid-sized counties so that existing Adult Protection Services can be improved. The emphasis will be on screening and intake, especially to enhance the provision of Emergency Protective Services (EPS); engage in safety planning; and provide enhanced social services. It is not clear at this point in time how much of that funding will be allocated to Chisago County, but we know that we will have to make some changes to our Adult Protection staffing/screening to meet new requirements by January 1st, 2022. The final plan does require legislative approval—expected to occur in October.

Chisago County HHS is planning to hold our Operation Community Connect (OCC) again this year. The OCC is a one-day community event designed to help community members receive needed services. The hope is to connect low income and homeless individuals and families to local resources, information, housing and other services. Many of our local businesses and service providers gather together to meet with the public and present their products or services. We had to cancel the event last year due to COVID-19, but are working with community providers to have it again this year. It is currently scheduled for October 21st. We are working now to determine whether we will be able to have an in person event or whether it will be a drive through or some sort of combination between the two. The location will be determined based on what type of event we will actually be able to have. Past events have been held at the Trinity Lutheran Church in North Branch and the Rush City High School.

Chisago County and Health and Human Services is required to convene the Public Health Board during the year, and as such, the September Board Meeting is scheduled to be a Public Health Board.

Public Health is currently working on an application for a Workforce Development Grant.

Public Health continues to offer COVID vaccinations at the North Branch Office.

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:

HHS continues to be on track with the budget this year. Revenues continue to be strong and we continue to closely monitoring expenses.

III. Staffing Updates:

Health and Human Services currently has a number of staff openings. We are currently in the process of hiring one Behavioral Health Case manager, one Behavioral Health Case Aide, a Financial Worker, Child Support Enforcement Aide, a new Statewide Health Improvement Partnership (SHIP) Coordinator, and one Maternal Child Health Nurse.

We are also currently advertising for community members to join the Citizens Review Panel for Child Protection. We are running ads in the County Press and the Search Shopper for the next two weeks. We are hoping to get more community members involved in the panel.

IV. Review of Requests for Board Action

CHISAGO COUNTY
BOARD OF COMMISSIONERS
September 1, 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>
8/20/2021	\$159,596.90		County's Warrants
8/20/2021	\$52,220.34	9/1/2021	Auditor's Warrants

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

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Chisago County Request for Board Action

Meeting Date: September 1, 2021	Item Number: 3
Title of Item for Consideration: SHIP Grant Agreement – Lakeside Elementary	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: : Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP Grant Agreement – Lakeside Elementary	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP Grant Agreement – Lakeside Elementary. The suggested motion is as follows: <i>“Move to approve the SHIP Grant Agreement – Lakeside Elementary.”</i>	
Implications of Action: Approval of this SHIP grant agreement will allow lakeside elementary to implement and further expand on mindful movement training, the training is set up to teach the children social and emotional skills, and will benefit educators by decreasing their stress and increasing classroom engagements. Budget/Financial Implications: State grant funding, Statewide Health Improvement Funds (SHIP) Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

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

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Lakeside Elementary School 29678 Karmel Ave, Chisago City, MN 55013 ("Grantee").

Recitals

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

WHEREAS, Lakeside Elementary applied to the County for a SHIP Grant in order expand and further implement mindful movement training, this will be done in order to improve cognitive outcomes, social/emotional skills, and overall well-being. The educators will benefit from reduced stress, and more classroom engagements, and will teach children to have more self-control over their own nervous system so that they can focus on their academic achievement and social development; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed Two Thousand Nine Hundred Ninety- Eight Dollars (\$2,998.00); and

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

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

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** September 7, 2021 or the date the County obtains all required signatures, **whichever is later.** The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

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

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

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

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

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

and the Grantee's Authorized Representative is:

Name: Tara Haase, Dean of Students
Address: 29678 Karmel Ave, Chisago City, MN 55013
Phone: 651-213-2330
Email: thaase@isd2144.org

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

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

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

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

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

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand Nine Hundred Ninety – Eight Dollars (\$2,998.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. USE OF GRANT FUNDS

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

10. COMPLIANCE WITH THE LAW

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

11. REPORTING REQUIREMENTS

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

- 11.1. **Upon project completion,** grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.
- 11.2. **Treatment of Data.** All data (information) related to this Project and Agreement that is maintained by the County is public unless the Minnesota Data Practices Act, Minn. Stat. Ch.13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to County in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:
 1. In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
 2. Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the County at the same time it submits the report containing the information in question.

The County shall not consider a request to treat data as not subject to disclosure under the law unless it is made in accordance with the above two requirements. If a request is made in accordance with the above requirements, the County shall promptly determine whether the

information qualifies for nonpublic or private data treatment. If the County determines that the information may be treated as nonpublic or private data, the County shall use its best efforts to treat the information accordingly.

12. AMENDMENTS

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

13. FAILURE TO COMPLY

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

14. TERMINATION

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

15. WORKERS' COMPENSATION

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of

these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County's obligation or responsibility.

16. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this Agreement must identify the Minnesota Department of Health and the County as a funding source and must not be released without prior written approval from the County's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. The Grantee must not claim that the Minnesota Department of Health and the County endorses its products or services.

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

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

18. LIABILITY

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

19. INSURANCE

21.1 Grantee is required to maintain general liability and automobile (if a vehicle is used in performing the duties under the contract) insurance minimum limits in the amount of \$1,000,000 protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the Contract.

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

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

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

to release the data referred to in this Part, the Grantee must immediately notify the County. The County will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

20.2. Intellectual Property.

20.2.1. Grantee shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

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

21. ANTITRUST

The Grantee hereby assigns to the County any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

22. JURISDICTION AND VENUE

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

23. STATE AUDITS

The books, records, documents, and accounting procedures and practices of the Grantee relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract. In addition, the Grantee shall permit representatives of the County to visit the site of the Project during regular business hours to review the status of the Project and verify expenditures made under this Agreement.

24. SUBCONTRACTING

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Tara Haase, Dean of Students
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

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

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

AS TO FORM:

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

Chisago County Request for Board Action

<i>Meeting Date:</i> September 1, 2021	<i>Item Number:</i> 4
<i>Title of Item for Consideration:</i> Professional/Technical Services Contract between Barb Mork and Chisago County	
<i>Action Requested by:</i> Robert Benson, Director	<i>Department:</i> Health and Human Services
<i>Previous Action on this Matter:</i> None.	
<i>Background:</i> Under the supervision of the Community Health Services Administrator, Chisago County public health division, Barb Mork will provide training to the public health staff in Metro Alliance for Health Families (MAHF) and areas surrounding MAHF such as reporting requirements, and policies and procedures. <i>Attachment(s):</i> Professional/Technical Services Contract between Barb Mork and Chisago County	
<i>Action Requested/Recommended:</i> It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Barb Mork and Chisago County. The suggested motion is as follows: <i>“Move to approve the Professional/Technical Services Contract between Barb Mork and Chisago County.”</i>	
<i>Implications of Action:</i> Approval of this contract will allow Barb to provide training to the public health staff in area's concerning Metro Alliance for Health Families (MAHF).	
<i>Budget/Financial Implications:</i> Public Health Admin/ Contract Services.	
<i>Legal/Policy Implications:</i> The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and **Barb Mork** an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of professional/technical services, and

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on *September 7, 2021* or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until *12-31-2021* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:

1. Provide Training on the following areas to identified Public Health staff on the following areas.
 - A. Metro Alliance for Healthy Families (MAHF)
 - B. Training on identified areas of knowledge gaps pertaining to requirements in the MAHF policies and procedure handbook.
 - C. IHVE reporting to MDH
 - D. Responsibilities of Chisago County to the Metro Alliance for Healthy Families such as reporting requirements, and contributions to reaccreditation including review of standards.

III. **CONSIDERATION AND TERMS OF PAYMENT.**

- A. **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:
 1. Compensation of **Fifty Dollars** per hour of work (**\$50.00**) up to but not exceeding 80 hours during the contract term.
 2. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed four thousand Dollars (**\$4,000.00**).

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule: **Monthly by the 5th day following the completion of services.**

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

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

Name: Courtney Wehrenberg
Address: 6133 402nd ST, North Branch, MN 55056
Telephone: 651-213-5215
E-Mail: Courtney.Wehrenberg@chisagoounty.us
Fax: 651-213-5401

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

Name: Barb Mork
Address: 5355 Fernwood TRJL, North Branch, MN 55056
Telephone:
E-Mail: bbmk5@hotmail.com
Fax:

V. CANCELLATION AND TERMINATION.

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

assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

- VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.
- VII. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.
- VIII. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statute [176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
- IX. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.
- X. **MINNESOTA STATUTE §181.59.**

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

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

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

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

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

- A. County shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

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

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

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

- XIII. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XIV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

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

APPROVED:

1. CONTRACTOR:

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

By:
Title: Barb Mork
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

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

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

3. AS TO FORM:

By:
Title: Janet Reiter, Chisago County Attorney's Office
Date:

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CHISAGO COUNTY
BOARD OF COMMISSIONERS
September 1, 2021

TAB #5

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 8/25/2021 \$275,088.99

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

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CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, August 18, 2021

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, August 18, 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 Montzka offered a motion to approve the agenda. Motion seconded by Dunne, the motion passed as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

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

The Board was given updates on the current projects of the Public Works Department from County Engineer Joe Triplett from 6:31 p.m. to 6:36 p.m. *No action was taken.*

On motion by Greene, seconded by Dunne, the Board moved to close the Road and Bridge Committee of the Whole at 6:36 p.m. 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 item 1 to the consent agenda. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to 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.) Minutes from the August 4, 2021 Regular Meeting
- 3.) Payment of County’s Warrants and Miscellaneous Bills
- 4.) Repurchase of Tax Forfeited Parcels pursuant to 282.241
- 5.) Application for Exempt Permit – East Central Friends of the NRA
- 6.) License Applications for 1 Day to 4 Day Temporary On-Sale Liquor Licenses

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 Montzka, 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.

8 On motion by Robinson, seconded by Greene, the Board moved to direct the Planning Commission to implement the draft amendment concerning the attached draft zoning ordinance No. 08-03 Amendment to Section 4.08.1 accessory structures and uses in (A), (AP), and (PAT) Districts; and Section 5.06 Agricultural District as presented and/or amended. The motion carried as follows: IN FAVOR THEREOF: DuBose, Greene, Dunne, Montzka, Robinson. OPPOSED: None.

9 On motion by Greene, seconded by Montzka, the Board moved to approve the IPS Solar Interim Use Permit Amendment to construct a one-megawatt solar garden on Peter and Donna Lindgren property at the NE corner of County Roads 9 & 11, Sunrise Township, Sec. 28, T.35, R20 (PID #08.00269.00) with findings as presented and conditions as recommended by the Planning Commission and/or as amended at tonight's meeting. The motion carried as follows: IN FAVOR THEREOF: Greene, Dunne, Montzka, Robinson. OPPOSED: DuBose.

10 On motion by Robinson, seconded by Greene, the Board moved to extend the time for acting on the Waldorf Rural Retail Tourism DIY Classroom Education/Retreat Center Conditional Use Permit application at 41713 Lowden Avenue, Sunrise Township, PID#09.00048.00, for a period not to exceed 60 days so as to allow further Planning Commission review on September 2, 2021, and County Board action as soon as September 15, 2021 but no later than October 20, 2021; and direct staff to issue written notification of the extension authorized by this motion and that such written notification state that the extension is made to allow for the applicant to provide the additional information as requested by the Planning Commission and to allow the Planning Commission to consider the application in that time frame with the additional information and make a recommendation to the County Board for determination. The motion carried as follows: IN FAVOR THEREOF: DuBose, Greene, Dunne, Montzka, Robinson. OPPOSED: None.

11 On motion by Greene, seconded by Montzka, the Board moved to approve the Peter Jadoonath and Emily Nordquist request for a Rural Retail Tourism Conditional Use Permit to operate a pottery studio and host two "backyard pottery" sales events per year at 30208 Tern Avenue, Shafer Township, (PID #08.00353.00) with Findings and Conditions as recommended by the Planning Commission and/or as amended at tonight's meeting. The motion carried as follows: IN FAVOR THEREOF: DuBose, Greene, Dunne, Montzka, Robinson. OPPOSED: None.

12 On motion by Robinson, seconded by Montzka, the Board moved to authorize signature and approve the Diamond Acres final plat located in Fish Lake Township.

42370 Diamond Avenue, in Section 36, T. 36, R. 22, (PID #03.00564.00). The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

13 On motion by Greene, seconded by Dunne, the Board moved to approve the CLIMB Theatre Contract Agreement, for services to be performed at the September 23, 2021, Chisago County Children's Water Festival. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:13 p.m.

END TIME – 7:13 p.m.

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

14 On motion by Greene, seconded by Dunne, the Board moved to accept the August 10th Budget and Finance Report. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

15 On motion by Montzka, seconded by Dunne, the Board moved to acknowledge and accept the resignation of Ms. Amy Chavez, Chisago County Probation Director. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** Robinson.

16 On motion by Robinson, seconded by Greene, the Board moved to approve the Agreement for Medical Examiner Service with Dr. Quinn Strobl and Anoka County which shall commence on January 1, 2022, and terminate on December 31, 2023, subject to County Attorney approval. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

17 On motion by Montzka, seconded by Greene, the Board moved to approve the County Veterans Service Office Operational Enhancement Grant Program Resolution. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

18 On motion by Greene, seconded by Montzka, the Board moved to approve the SHIP Grant Agreement – Women's Environmental Institute (WEI). The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

19 The Board agreed by consensus to postpone the staffing request for the Chisago County Attorney's Office for a media services technician and paid law clerk using ARP funds.

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

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

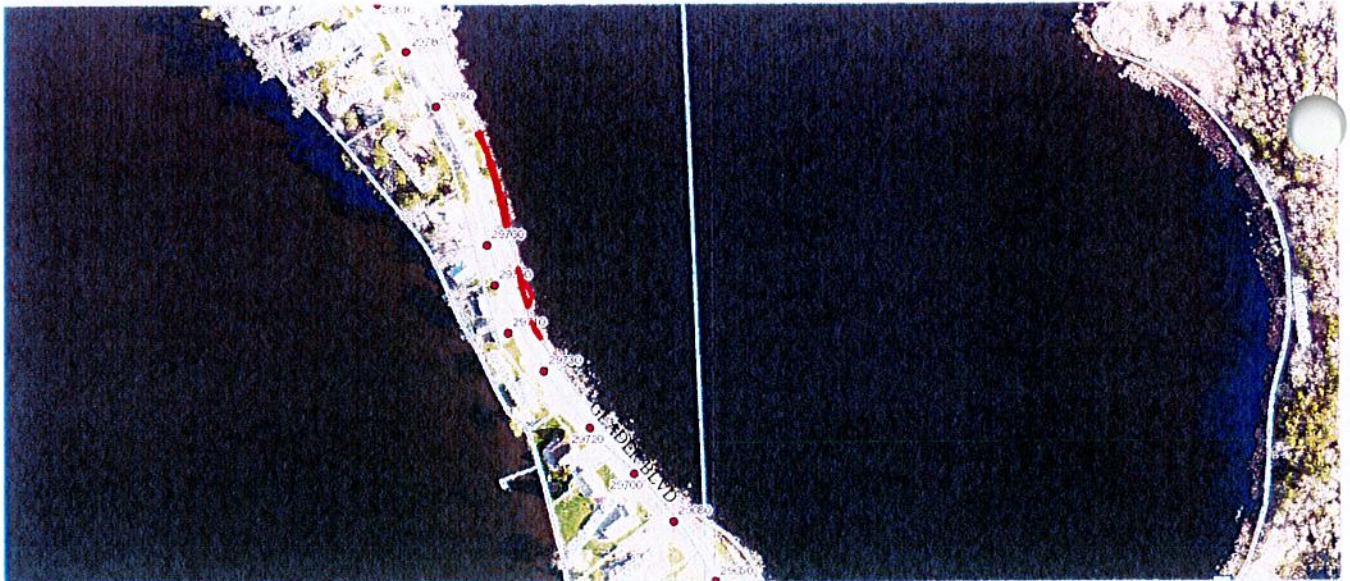
On motion by Greene, seconded by Montzka, the Board adjourned the meeting at 7:44 p.m. The motion carried as follows: IN FAVOR THEREOF: DuBose, Greene, Dunne, Montzka, Robinson OPPOSED: None.

Chris DuBose, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

Chisago County Request for Board Action

Meeting Date: September 1, 2021	Item Number: 7
Title of Item for Consideration: Conveyance of Tax Forfeited Land to the Chisago Lake Township pursuant to M.S. 282.01, subdivision 1a.	
Action Requested by: Bridgitte Konrad	Department: Auditor-Treasurer
Previous Action on this Matter: None	
Background: M.S. 282.01 Subdivision 1a. allows for the conveyance of a parcel of non-conservation tax forfeited land to a local government subdivision if certain conditions are met. A requests has been received to convey the following tax forfeited parcel for authorized public purpose under the following Statutes: - M.S. 282.01 Subdivision 1a. paragraph (e) which requires County Board approval of the conditional use deed requests: - Township of Chisago Lake – Parcels 02.01748.00 and 02.01748.10 to be used as road right-of-way	
Attachment(s): - Location Map - Chisago Lake Township resolution approving the conveyance and draft resolution authorizing conveyance to the Township of Chisago Lake	
Action Requested/Recommended: The County Board is respectfully requested to approve the above-denoted resolution, which conveys tax forfeited property to the Township Chisago Lake for road right-of-way. The following motion is recommended: <i>“Move to approve the attached resolution approving conveyance of tax forfeit property to the Township Chisago Lake for road right-of-way.”</i>	
Implications of Action: The tax forfeited parcels will remain tax exempt but ownership will be transferred to the local government unit and restricted in use to the terms of the conditional use deed or other appropriate public purpose.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed resolution and approval meets the requirements of M.S. 282.01 Subdivision 1a.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



**TOWNSHIP OF CHISAGO LAKE
COUNTY OF CHISAGO
STATE OF MINNESOTA**

RESOLUTION #2019-11-19

Reconveyance of Forfeited Lands from the State of Minnesota to the Township of Chisago Lake

Under Minnesota Statutes, Section 282.01, Subdivision 1d

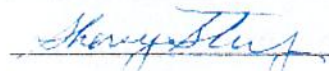
WHEREAS the Town Board of Chisago Lake Township, Chisago County, Minnesota has been informed that parcel number's 02.01748.00 and 02.01748.10 located within Chisago Lake Township has been forfeited to the State of Minnesota for non-payment of property taxes; and

WHEREAS parcel number's 02.01748.00 and 02.01748.10 is determined to be right-of-way located along Lake Avenue, and

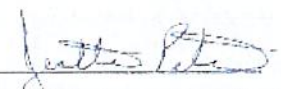
WHEREAS the Town Board of Chisago Lake Township, has the option to acquire parcel number's 02.01748.00 and 02.01748.10 for a public purpose

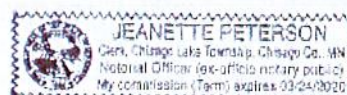
NOW, THEREFORE, BE IT RESOLVED THAT, the Town Board of Chisago Lake hereby agrees to acquire parcel number's 02.01748.00 and 02.01748.10 for the public purpose of right-of-way

Adopted by the Town Board of Chisago Lake this 19th day of November, 2019.


Sherry Stirling, Board Chair

Attest


Jeanette Peterson, Town Clerk



**Chisago County
Board of Commissioners**

CONVEYANCE TO CHISAGO LAKES TOWNSHIP

**RESOLUTION NO. 21/0901-X
APPROVING OF THE CONVEYANCE TO CHISAGO LAKES TOWNSHIP**

WHEREAS, the Township of Chisago Lake has submitted a request for tax forfeited parcels 02.01748.00 and 02.01748.10 to be conveyed to the Township for an authorized public purpose under M.S. 282.01, subdivision 1a, paragraph (f).

WHEREAS, M.S. 282.01, subdivision 1a, paragraph (e) authorizes conveyance, with County Board approval, of tax forfeited land to a local government subdivision for an authorized public purpose as defined in the Statute.

NOW THEREFORE BE IT RESOLVED that the Chisago County Board of Commissioners approve the conveyance of tax forfeited parcels 02.01748.00 and 02.0174810 for an authorized public use to the Township of Chisago Lake pursuant to M.S. 282.01, subdivision 1a, paragraph (f).

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Chisago County Request for Board Action

Meeting Date: September 1, 2021	Item Number: 8
Title of Item for Consideration: City of Wyoming Railroad Park Development Plan	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning – on behalf of the County Park Board
Previous Action on this Matter: Earlier in the year the City of Wyoming received authorization to construct a small trail spur connection/loop from their Railroad Park to the Sunrise Prairie Regional Trail at NW corner of its intersection with E. Viking Blvd.	
Background: At their meeting of August 26, 2021, the Chisago County Parks Board received a presentation (<i>attached</i>) from the City of Wyoming outlining and requesting support of their Railroad Park development plan. Upon Motion which carried unanimously, the Park Board offered support of the City of Wyoming's Railroad Park Project and recommend County Board set and/or consider funding support. It was presented and understood that the County may have provided some level of financial support for the Lindstrom's Veterans Memorial in making this motion. In consideration of potential financial support, the Park Board did discuss the merits of recognition as a County-Wide Memorial, instead of strictly a City specific Memorial. Current staff are unaware but continue to review records for indication of direct County support of Lindstrom Veterans Memorial park improvements. Wyoming city staff and/or officials may be present at the meeting if the Board has additional questions about this request.	
Attachments: City of Wyoming Railroad Park Presentation	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners take into consideration financial and/or other support of the City of Wyoming Railroad Park development plan as recommended by the County Park Board. The suggested motion(s) to consider are: 1. <i>"Move to offer full support and endorsement of the City of Wyoming Railroad Park Development Plan and Funding Campaign as presented (and /or amended)."</i> 2. <i>Move to offer a Chisago County Financial Contribution Pledge of \$_____ from the designated _____ fund balance in support of the City of Wyoming Railroad Park Development Plan as presented (and /or amended) with the following stipulations, if any:</i> 	
Implications of Action: Adoption of the motion of support will provide public endorsement of the subject project. Adoption of a pledge to financially support the project will require unbudgeted fund amount and source designation. At the discretion of the Board, the county may wish to offer specific stipulations as a condition of funding support.	
Budget/Financial Implications: Adoption of a pledge to financially support the project will require	

unbudgeted 2021 and/or yet to be finalized 2022 fund amount and source designation as determined by the County Board.

Legal/Policy Implications: Park funding sourced from the County is generally designated to existing county controlled and/or regionally designated parks operations and projects. It is understood some level of county support was offered to a Lindstrom specific Veterans Park/plaza project in the past.

Administrator's Recommendation

Approve _____

Deny _____

Other CLB

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

CITY OF WYOMING

Railroad Park

Railroad Park

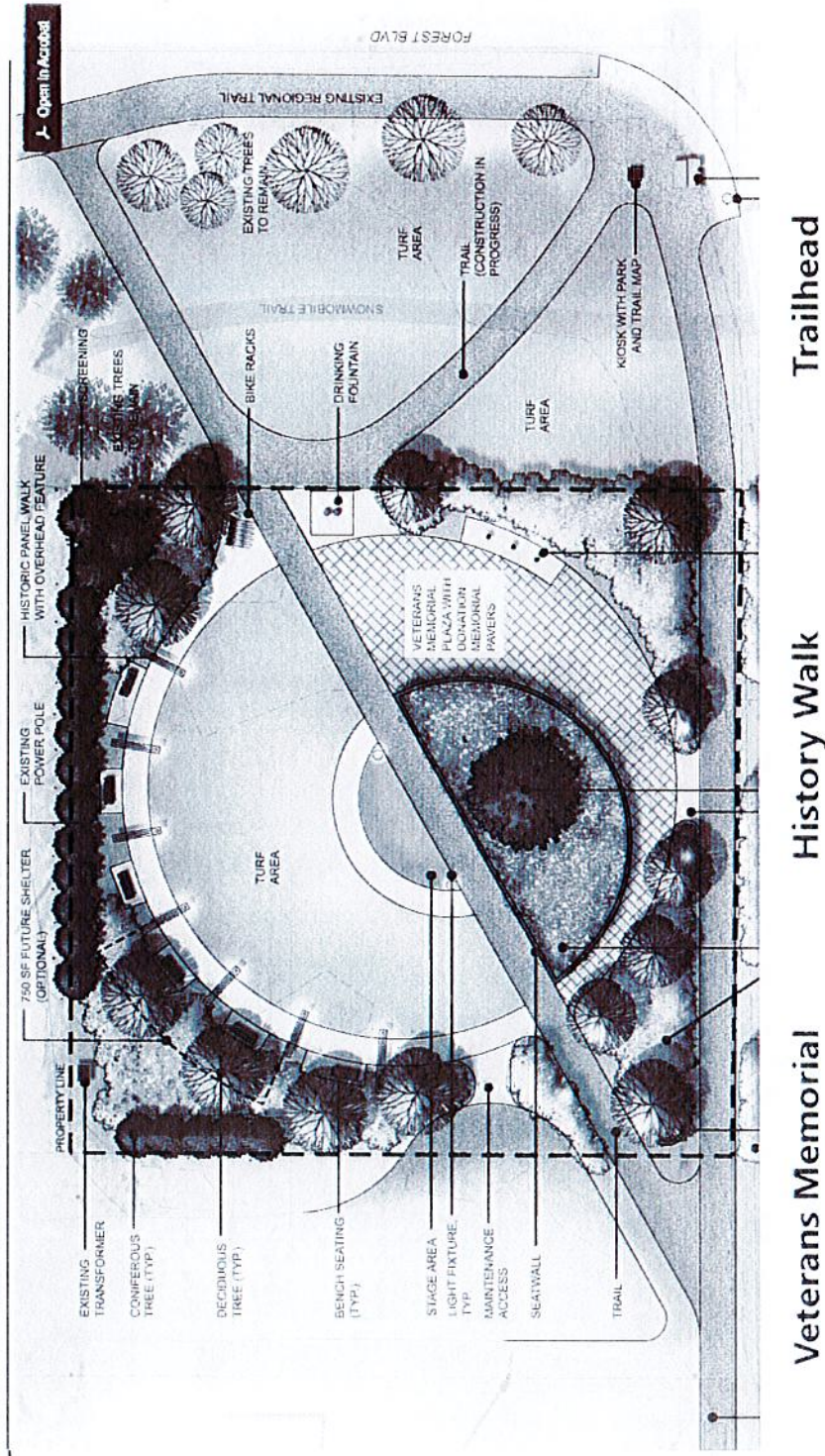
Sits at the corner of E.
Viking Blvd and
Forest Blvd.

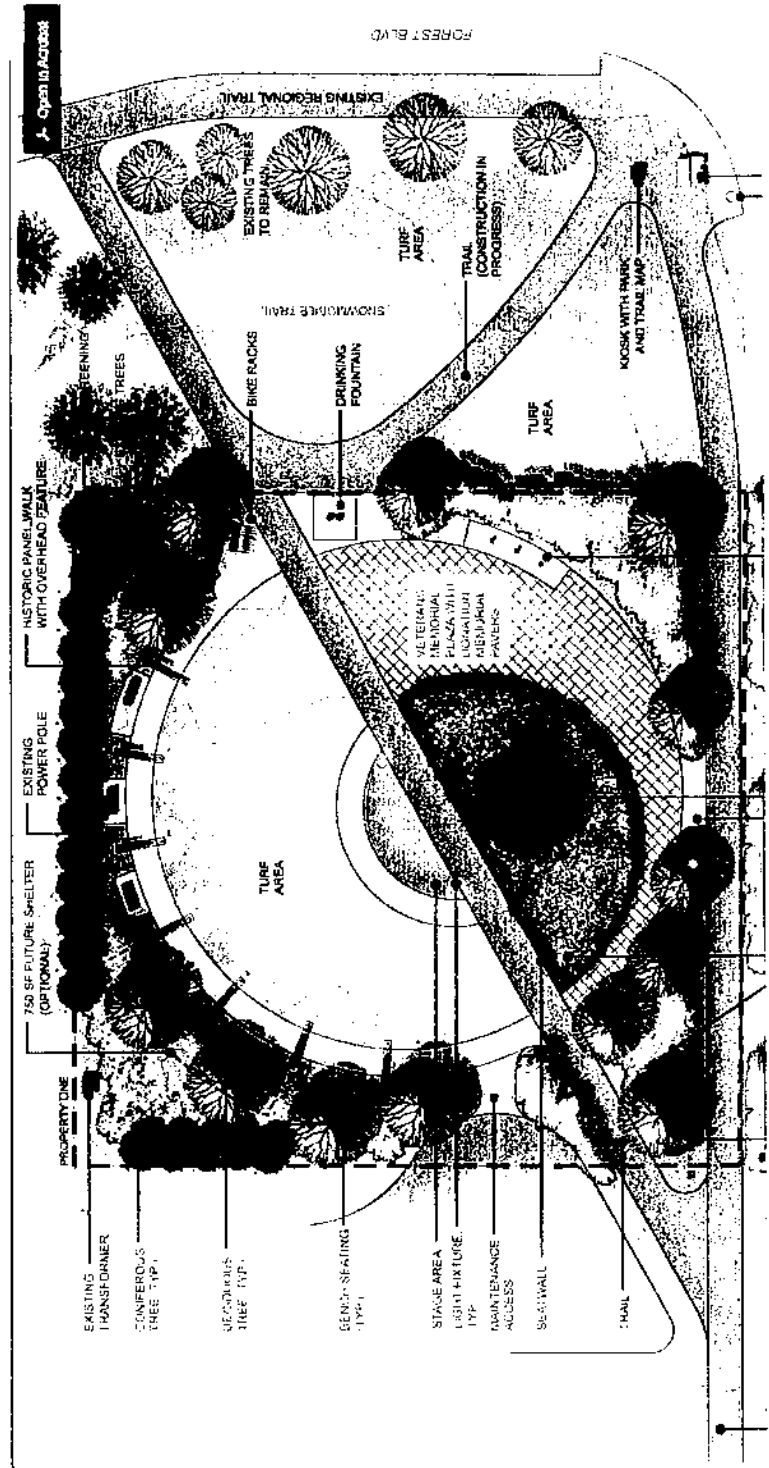
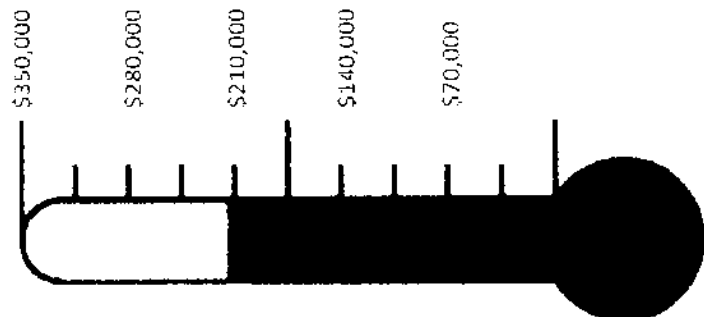
Bike Spur

Hosts Community
Tree Lighting Event



- Trail Destination
- Promote Community Wellness
- Celebrate Community History
- Connections to Downtown Wyoming
- Honor Veteran Service





Trailhead

History Walk

Veterans Memorial

Chisago County Request for Board Action

<i>Meeting Date:</i> September 1, 2021	<i>Item Number:</i> 9
<i>Title of Item for Consideration:</i> Appointment to the Planning Commission – District 1	
<i>Action Requested by:</i> County Board of Commissioners	<i>Department:</i> Administration/Clerk of the Board
<i>Previous Action on this Matter:</i> Annually, the Board of Commissioners is asked to appoint citizens to specific County Committees. The Board of Commissioners determine who will be on the committees by reviewing citizen's application and then appointing eligible applicants to each Board/ Committee/Commission.	
<i>Background:</i> The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is required to appoint a citizen to a committee. There is currently an opening in District 1 on the Planning Commission due to the retirement of Jim Froberg. The term completes on 12/31/2021. <i>Attachments:</i> Citizen Applications (attached)	
<i>Action Requested/Recommended:</i> It is respectfully requested that the Chisago County Board of Commissioners appoint _____ to the open District 1 position on the Planning Commission for the remainder of the term. The following motion is suggested to appoint/reappoint each individual: <i>“Move to appoint _____ to the open District 1 position on the Planning Commission for the remainder of the term.”</i>	
<i>Implications of Action:</i> If the recommended actions are undertaken, the County Board will have appointed a citizen to the Planning Commission for District 1 for the proper durations. <i>Budget/Financial Implications:</i> None. Applicable per diems and mileage accounts have been established and approved as part of the 2021 Budget for the identified Boards/Committees/Commissions. <i>Legal/Policy Implications:</i> 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 _____
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BOA & PC Application for Appointment to an Advisory Committee Commission

Step 1

APPLICATION FOR APPOINTMENT TO AN ADVISORY COMMITTEE COMMISSION

Committee of Interest Planning Commission

Instructions

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

Last Name: Wile
First Name: Lorene
Middle Name: Lorraine
Address: [REDACTED]
City: Denver City
State: MN
Zip: 55012
Home Phone: Field not completed
Business Phone: Field not completed
Cell Phone: [REDACTED]
Fax No.: Field not completed
Email Address: [REDACTED]

In which Commissioner District do you reside? District #1

If you reside in a Township, please list: Onego Lakes Township, MN

List experience or skills you have relating to the: I have been a board member of Onego Lakes Township for 12 years. I am a good listener and communication skills. I am interested in helping the community and the Planning Commission.

appointment you are seeking:

amherst county resident. feel that have a fair knowledge and understanding of issues facing our county and communities

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

i am interested in becoming more involved in County functions and processes. i am a current member of the Park Board and look forward to adding my skills and adding my expertise by being part of the Planning Commission

Why do you want this appointment?

feel that giving back time to our county and community is very important it is becoming more difficult to find people with passion and interest who are willing to serve in these capacities. i have no agenda to work towards and would enjoy the opportunity to learn and serve on the board

Digital Signature:

Joene Wile

Date:

8/13/2021

Step 2

NOTICE OF RIGHTS

In accordance with the Wisconsin Government Data Practices Act, Onisago County is required to inform you of your rights as they relate to public information collected from you. Private data is that information which is available to you. Onisago County Administration and the departments which you are applying for are not to be divulged.

The purpose of the collected information is to determine you are going to be a candidate on a commission or advisory board. Furnishing the requested information is voluntary, although refusal to supply the information may prevent you from being appointed.

Names and home addresses of each candidate for all of the members of the advisory or commission are to be available to the public. Information regarding education, training and work is also to be available. Information regarding marital status is private.

Step 3

ADDITIONAL INFORMATION REQUIRED FOR PLANNING COMMISSION APPOINTMENT

If you are interested in appointing to the Planning Commission or Park Board or Adjustment, please complete the following information:

1. How long have you been a resident of Chisago County?

40 years

2. Where do you reside?
(Please check one)

Township

3. Do you have experience with or knowledge about land use/zoning issues?

Yes

If YES, please explain your knowledge and/or experience:

I have some general knowledge about permitting requirements and setbacks.

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission?

No

If YES, please tell us where you served and how long you served:

Has not occurred

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land?

No

If YES, please explain:

Has not occurred

6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings?

Yes

7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission.

Yes

Can you commit to
attendance at special
meetings with proper
notice?

Field not completed

Step 4

Explanation of Your Rights

Completion of this form is optional; it is not part of the application process. The purpose of this form is to authorize release of your Email, fax, and fax or telephone number(s) to members of the Chisago County Board of Commissioners. Authorizing release of your contact information is not required. If you decline to complete this release, the commissioners who will make the decision regarding your application for appointment to the committee, board, or commission will not be able to contact you in advance of his/her decision to vote.

If you have a question about completing this form, or would like more explanation, please contact the Clerk to the County Board before you sign.

Waiver and Release

As an applicant for an opening with one of Chisago County's commissions, board, or commissions, I understand that I have a right to have some personal information remain private. I recognize Chisago County Commissioners may want to contact me and inquire about my interest and qualifications regarding this position.

Waiver A: ☐ None/None

Waiver B: ☐ None/None

1. The data I want Chisago County to release includes
Email address, and any fax or telephone number(s) included on my application.
Data to be released (check corresponding box(es)):

I understand that I am authorizing Chisago County to release the data to members of the Chisago County Board of Commissioners, currently serving on the Chisago County Board of Commissioners, for the sole purpose of contacting me regarding my application.

3. I understand that the data are classified as private data at Chisago County and the classification or treatment of the data after release to any commissioner remains private data and shall not be further released without my express written consent.

This authorization to release expires ninety (90) days from the date of my signature OR upon the filling of the position on the committee, board, or commission whichever comes first.

Digital Signature: Jolene Wille

Date: 8/19/2021

Email not displaying correctly? [View it in your browser.](#)

BOA & PC Application for Appointment to an Advisory Committee Commission

Step 1

APPLICATION FOR APPOINTMENT TO AN ADVISORY COMMITTEE COMMISSION

Committee of Interest Planning Commission

Instructions

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

Last Name: Corbin

First Name: Kelly

Middle Name: Nicole

Address: [REDACTED]

City: Lindstrom

State: MN

Zip: 55045

Home Phone: [REDACTED]

Business Phone: Field not completed

Cell Phone: Field not completed

Fax No.: Field not completed

Email Address: [REDACTED]

In which Commissioner District do you reside? District #1

If you reside in a Township, please list: Field not completed

List experience or skills you have relating to the I am in my final semester of law school. Through school, I have learned how to read, interpret and evaluate the law including an application during the times and laws of Minnesota.

appointment you are seeking:

I have done a lot of thorough research before making any decisions and it has taught me how to be independent in my decisions making.

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

My family has lived in Chisago County since my Great-Grandfather immigrated to America from Sweden. Family members before me have helped design and grow the community and I feel strongly that it is my responsibility to do the same.

Why do you want this appointment?

I want to be active & engaged in the growth and development of my community.

Digital Signature:

Kerry Gordon

Date:

8/10/2024

Step 2

NOTICE OF RIGHTS

In accordance with the Minnesota Government Data Practices Act, Chisago County is required to inform you of your rights as they pertain to the collection of information from you. *Private data* is other information which is available only to Chisago County Administration and the department to which you are applying, and not to the public.

The purpose of the collected information is to determine your eligibility to participate on a commission or advisory board. Furnishing the requested information is voluntary, although refusal to supply the information may leave you ineligible for an appointment.

Names and home addresses of applicants for advisory and commission members of an advisory or commission are public as are rank, title, and salary, education, training and work experience. All other information collected from you is private.

Step 3

ADDITIONAL INFORMATION REQUIRED FOR COMMITTEE APPOINTMENT

If you are interested in appointment to the Planning Commission of the Board of Commissioners, please complete the following information:

1. How long have you been a resident of Chisago County? Since 2014

2. Where do you reside?
(Please check one)

☒ No

3. Do you have experience
with or knowledge about
land use/zoning issues?

☒ Yes

If YES, please explain your
knowledge and/or
experience:

I have taken numerous precedent law courses at Mitchell
Hamline School of Law.

4. Have you ever served or
do you currently serve on a
local town board, city
council or local planning
commission?

☒ No

If YES, please tell us where
you served and how long
you served:

☒ Not applicable

5. During the past two
years, have you received
any substantial portion of
income from business
operations involving the
development of land?

☒ No

If YES, please explain:

☒ Not applicable

6. Regular attendance at
monthly meetings of the
Planning Commission
and/or the Board of
Adjustment is very
important. Can you commit
to attendance at monthly
meetings?

☒ Yes

7. Special meetings also
occur throughout the year,
usually in the evenings, for
the Planning Commission.
Can you commit to
attendance at special

☒ Yes

meetings with proper notice?

Field not completed

Step 4

Explanation of Your Rights

Completion of this form is not mandatory, it is not part of the application process. The purpose of this form is to authorize release of your Email, fax, and/or telephone numbers to members of the Chisago County Board of Commissioners. Authorizing release of your contact information is not required. If you decline to complete this release, the commissioners who will make the decision regarding your application for appointment to the committee could contact you without being able to contact you in advance of this decision should it be.

If you have a question about anything on this form, or would like more explanation, please contact the Clerk to the County Board before you sign it.

Waiver and Release

As an applicant for an opening with the of Chisago County's commissioners, local board commissions, I understand that I have a right to have all my personal information remain private. I recognize Chisago County Commissioners may wish to contact me and inquire about my interest and use of public funds regarding my application.

Waiver A: Kelly Nicole Gordon

Waiver B: Kelly Nicole Gordon

1. The data I want Chisago County to release includes Email Address, Cell Phone, Email address, and any fax or telephone number(s) included on my application. Data to be released (check corresponding box(es)):

2. I understand that I am authorizing Chisago County to release the data to members of the Chisago County Board of Commissioners, current members of the Chisago County Board of Commissioners, for the sole purpose of contacting me regarding my application.

3. I understand that the data are classified as private data and Chisago County and the classification or treatment of the data after the release of the data is unknown.

remains private data and shall not be further released, without my express written consent.

This authorization to release expires ninety (90) days from the date of my signature OR upon the filling of the position on the committee, board, or commission, whichever comes first.

Digital Signature: Kelly Corbin

Date: 8/12/2021

Email not displaying correctly? [View it in your browser.](#)

Chisago County Request for Board Action

Meeting Date: September 1, 2021	Item Number: 10
Title of Item for Consideration: Award & Approval of CSAH 11 Rutting Repair Project	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: The County has a rutting failure on a portion of CSAH 11. The County needs to get the stretch between CR 72 and CSAH 14 resurfaced prior to snowfall, so snow/ice removal is possible. The Public Works Department has decided a microsurfacing fix is the solution. The County received 1 bid of \$208,513.00 and the Engineer Estimate was \$238,150.00. Asphalt Surface Technologies Corporation of St. Cloud, MN. is the apparent low. Attachment(s): Contracts	
Action Requested/Recommended: The County Board is respectfully requested to Award & Approval of CSAH 11 Rutting Repair Project to Asphalt Surface Technologies Corporation. The following motion is suggested: <i>"Move to Award & Approval of CSAH 11 Rutting Repair Project to Asphalt Surface Technologies Corporation."</i>	
Implications of Action: Award and approval of this contract will allow the County to move forward and construct. Budget/Financial Implications: Project is funded from 03-330-6510. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve _____	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Project Contract for CSAH 11 Microsurfacing Project

This Agreement entered into this 17th day of August, 2021,

Between the County:

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

and the Contractor:

Asphalt Surface Technologies Corporation
PO Box 1025
St. Cloud MN 56302

The Project: CSAH 11 Microsurfacing Project
C.P. MS-11-21

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

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

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

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the CSAH 11 Microsurfacing Project (C.P. MS-11-21), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.
- 3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 The Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved progress schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date.

3.4 Contractor must complete all Work, including final cleanup, to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before October 1, 2021. Striping for this project will occur under a separate contract.

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

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

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: Two hundred eight thousand five hundred thirteen dollars and no cents (\$208,513.00).

ARTICLE V – PROGRESS PAYMENTS

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

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

ARTICLE VI – FINAL PAYMENT

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

ARTICLE VII – TERMINATION

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

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

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

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

ARTICLE VIII - INSURANCE

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

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

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

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

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

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

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

ARTICLE IX - INDEMNIFICATION

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

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

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

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

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

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

ARTICLE XI - NOTICES

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

The County:
Joe Triplett, Chisago County Engineer
31325 Oasis Rd. - Room 400
Center City, MN 55012
(651)213-8700 (office)
joe.triplett@chisagocounty.us

The Contractor:
Dale Strandberg
Asphalt Surface Technologies Corporation
PO Box 1025
St. Cloud, MN 56302
(320) 363-8500
astechdale@hotmail.com

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

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

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

ARTICLE XIII – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

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

COUNTY OF CHISAGO

BY: _____
Chris Dubois, Chair
Chisago County Board

Dated: _____

Attest: _____

CONTRACTOR: ASPHALT SURFACE TECHNOLOGIES CORPORATION

STATE OF MINNESOTA)
) SS.
COUNTY OF STEARNS)

By: Mary L. Aschenbrenner Vice-President
(Signature) (Title)

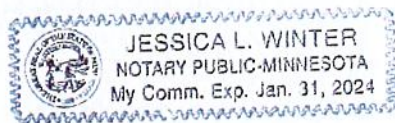
Dated: August 17, 2021

Print: Mary L. Aschenbrenner

I, Mary L. Aschenbrenner the Vice-President (title) of Asphalt Surface Technologies Corporation (company name), being duly sworn, represent and warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the organization/corporation, intending this Agreement to be a legally binding obligation of the entity.

Sworn before me this 17th day of August, 2021

Jessica L. Winter
Notary Public



Reviewed as to Form: _____

Jeffrey B. Fuge
Chisago County Attorney

August 19, 2021

Dated

Chisago County Request for Board Action

Meeting Date: September 1, 2021	Item Number: 11
Title of Item for Consideration: Lakes & Pines Community Action Council – Homelessness Programs	
Action Requested by: Chassidy Lobdell, Emergency Services Program Manager	Department: Lakes and Pine C.A.C.
Previous Action on this Matter: This was last passed by Chisago County on February 6 th , 2019.	
Background: Time has been set aside at tonight's meeting for the County Board to receive an update from the Lakes and Pines Community Action Council on their various programs and activities. The Lakes and Pines Community Action Council has applied to the MN Department of Human Services Economic Opportunity's Homeless Programs and the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program. Upon their applications approval from the MN Department of Human Services, Lakes and Pines will become authorized to undertake programs to provide assistance to low-income families and youth to prevent homelessness and to provide funding to address homelessness. With approval from Chisago County, Lakes and Pines will be able to offer its services in Chisago County. Attachment(s): • Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners receive an update from the Lakes and Pines Community Action Council and consider approving the Lakes and Pines Community Action Council Homelessness Program by resolution. The suggested motion is as follows: <i>“Move to approve by Resolution the Lakes & Pines Community Action Council Homelessness Program in Chisago County.”</i>	
Implications of Action: Approval of the Resolutions will allow Lakes and Pines to provide homelessness prevention services within Chisago County. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	

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

**Chisago County
Board of Commissioners**

**RESOLUTION AUTHORIZING ADMINISTRATION OF
MINNESOTA HOUSING FINANCE AGENCY'S
FAMILY HOMELESS PREVENTION AND ASSISTANCE
PROGRAM**

**RESOLUTION NO. 21/0901-X
RESOLUTION AUTHORIZING ADMINISTRATION OF
MINNESOTA HOUSING FINANCE AGENCY'S
FAMILY HOMELESS PREVENTION AND ASSISTANCE PROGRAM**

WHEREAS, the Minnesota Housing Finance Agency, State of Minnesota, has been authorized to undertake a program to provide assistance to low-income families and youth to prevent homelessness; and

WHEREAS, Lakes and Pines Community Action Council, Inc. has developed an application as an Administering Entity for the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance program; and

WHEREAS, Lakes and Pines Community Action Council, Inc. has demonstrated the ability to perform the required activities of the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program.

NOW, THEREFORE BE IT RESOLVED, that Lakes and Pines Community Action Council, Inc. is hereby authorized as an entity to be charged with the administration of funds made available through the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program. in the County of Chisago.

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Chisago County Request for Board Action

Meeting Date: September 1, 2021	Item Number: 12
Title of Item for Consideration: JPA Regional Juvenile Detention and Treatment Facility	
Action Requested by: Amy Chavez, Director	Department: Probation
Previous Action on this Matter: Previous JPA with RJC in Anoka County.	
Background: In 1995, Anoka, Benton, Chisago, Isanti, Kanabec, Mille Lacs, Pine, Sherburne, Stearns, Washington, and Wright County entered into a JPA to address the long-term needs for a secure juvenile detention and treatment facility. The facility was built in Anoka County with state grant dollars. Anoka County owns and operates the facility at the site of the Anoka County Juvenile Center in Lino Lakes, Minnesota. Chisago County is contracted for 2 beds (9%) in the facility, 31 total beds in the facility.	
Attachment(s): JPA Regional Juvenile Detention and Treatment Facility	
Action Requested/Recommended: The County Board is respectfully requested to approve the Regional Juvenile Detention and Treatment Facility JPA. The following motion is suggested: <i>"Move to approve the Regional Juvenile Detention and Treatment Facility JPA."</i>	
Implications of Action: If the Board approves the JPA, Chisago County will maintain 2 beds with the facility for juvenile offenders.	
Budget/Financial Implications: Budgeted in HHS, \$192,720.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

**JOINT POWERS AGREEMENT
FOR
SECURE JUVENILE DETENTION
AND TREATMENT FACILITY**

THIS AGREEMENT is made and entered into this 1st day of January 2022, by and between Anoka County, Benton County, Chisago County, Isanti County, Kanabec County, Mille Lacs County, Pine County, Sherburne County, Stearns County, Washington County and Wright County.

WHEREAS, in 1995, the undersigned counties and others utilized State of Minnesota grant monies for construction of a 36-bed secure juvenile detention and treatment facility, and financed the balance of construction costs with general obligation bonds issued by Anoka County; and

WHEREAS, the counties worked together pursuant to a Joint Powers Agreement to cooperatively address their long-term needs for secure juvenile detention and treatment facility capacity since that time;

WHEREAS, the undersigned counties wish to continue to cooperatively address these needs; and

WHEREAS, the undersigned counties may enter into this joint powers agreement pursuant to the authority set forth in Minn. Stat. § 471.59.

THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
Definitions**

In the interpretation of this Agreement, the following definitions shall have the meanings given to them.

- (1) "Advisory Board" means the committee created by this Agreement pursuant to Section 7.01.
- (2) "Agreement for Contract Beds" means an agreement between Anoka County and another Member County pursuant to Section 6.01 and Exhibit B of this Agreement.

- (3) "Contract Bed" means a Facility bed that Anoka County reserves for use by a Member County for secure detention or programming of juvenile offenders and for which said Member County guarantees to make payment, whether or not used by that Member County.
- (4) "Facility" means the secure juvenile detention and treatment facility at the Anoka County Juvenile Center in Lino Lakes, Anoka County, Minnesota.
- (5) "Facility Superintendent" means the Anoka County employee assigned to manage and direct the operations of the Facility, or his/her designee.
- (6) "Joint Contract Bed" means a Contract Bed that Anoka County reserves for the shared use by two Member Counties for secure detention or programming of juvenile offenders and for which each of the two Member Counties guarantees to make payment, whether or not used by that Member County.
- (7) "Member County" means any of the following counties that enter into this Agreement: Anoka County, Benton County, Chisago County, Isanti County, Kanabec County, Mille Lacs County, Pine County, Sherburne County, Stearns County, Washington County and Wright County.
- (8) "Non-Member County" means a county that is not a party to this Agreement.
- (9) "Unreserved Bed" means a Facility bed other than a Contract Bed.
- (10) "Prior Agreement" means the Joint Powers Agreement between the Member Counties and others in effect from January 1, 2012 until December 31, 2021 which served the same purpose as this Agreement.

ARTICLE II

Purpose

This Agreement has been executed for the purpose of jointly addressing the Member Counties' long-term needs for secure juvenile detention and treatment facility capacity.

ARTICLE III

Term

Section 3.01: Automatic Termination of Prior Agreement.

Adoption of this Agreement by all the Member Counties shall automatically terminate all prior agreements effective December 31, 2021.

Section 3.02: Commencement Date and Term of This Agreement.

This Agreement shall commence on January 1, 2022, notwithstanding the dates of the signatures of the parties, and shall continue in full force and effect until December 31, 2026 unless earlier terminated by the parties pursuant to Article IX of this Agreement.

Section 3.03: Automatic Renewal Term.

This Agreement shall automatically renew for a period of five years effective January 1, 2027 unless the parties notify one another of their intent to terminate their participation in this agreement, prior to January 1, 2026. This Agreement may be renewed subsequently by written agreement of Anoka County and any or all of the other Member Counties for such period of time as may be agreed upon and to perform all of its obligations under this Agreement.

**ARTICLE IV
Delegation of Authority**

The Member Counties hereby delegate to Anoka County all authority necessary and convenient to equip, own, maintain and operate the Facility in accordance with the terms of this Agreement. Anoka County shall have all authority necessary or convenient to accomplish the purpose of this Agreement.

**ARTICLE V
Rights and Obligations of Anoka County**

Section 5.01: Ownership of the Facility.

The Facility is owned by Anoka County and constructed on property owned by Anoka County at the site of the Anoka County Juvenile Center in Lino Lakes, Anoka County, Minnesota. The Facility is designed and constructed with three living units for twelve juveniles each, for a total of 36 beds. Anoka County is responsible and in control of the method and manner used for the maintenance and repair of the facility in consultation with the Advisory Board.

Section 5.02: Operation of the Facility.

Anoka County shall provide all labor, equipment, tools, supplies and other materials necessary to operate the Facility. Anoka County specifically reserves the right to operate only the number of living units necessary to satisfy its obligations under this Agreement and all Agreements for Contract Beds. Anoka County shall maintain and operate the Facility in accordance with all agreements contained within this Joint Powers Agreement and all applicable laws and rules governing its operation, including Minn. Stat. chapter 241.

Section 5.03: Contract Beds.

Anoka County reserves for each Member County the right to use the number of Contract Beds for which it contracts in accordance with Section 6.01 of this Agreement. It is anticipated by the parties that there are two basic types of Contract Beds available: (1) beds for detention, and (2) beds for short-term programming. If a Member County reserves Contract Beds but does not use them, Anoka County will attempt to fill those Contract Beds. A Member County may purchase available bed space in excess of its Contract Beds. At the beginning of each calendar year, Anoka County shall reconcile all accounts in accordance with Section 8.04.

Section 5.04: Allocation of Unused Contract Beds.

Unused Beds are available for allocation according to the following priority:

- (1) A Member County;
- (2) Any other Non-Member County.

Anoka County will attempt to fill unused beds in order to minimize costs to the Member Counties; provided, however, that Anoka County reserves the right to make the final decision concerning allocation of unused beds.

ARTICLE VI

Rights and Obligations of Member Counties

Section 6.01: Agreements for Contract Beds.

Anoka County and each other Member County shall enter into an Agreement for Contract Beds as outlined in Exhibit A, attached and made a part of this Agreement. After consultation with the Advisory Board, the allocation of Contract Beds to a Member County in Exhibit A may be modified by agreement of Anoka County and each Member County whose number of Contract Beds will be affected by the modification. Two Member Counties may be allocated a Joint Contract Bed for the shared use of the two Member Counties in accordance with the requirements of this section and Section 6.06. Agreements for Contract Beds shall be in the form of the agreement set forth in Exhibit B, attached and made a part of this Agreement. After consultation with the Advisory Board, Anoka County and any other Member County may make modifications to the agreement set forth in Exhibit B if all parties to that agreement agree.

Section 6.02: Cooperation.

Each Member County shall cooperate and use its best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

Section 6.03: Compliance with Legal Requirements.

Each Member County agrees to comply with all legal requirements in effectuating this Agreement. Where provisions of this Agreement are in conflict with the requirements of law, the law shall control.

Section 6.04: Payments.

Each Member County shall pay equal monthly payments for all Contracted Beds based on the annualized calculation of cost associated for the number of beds each county has contracted. $((\text{Contracted Beds} \times \text{per diem} \times 365) \div 12)$. The monthly payments are established based on the per diem as established for Member Counties. Each Member County shall pay the full per diem rate for contracted beds even if they were unused. Additional beds used by Member Counties will be billed to each county based on the membership rate established at the beginning of the year. Once reconciliation of over used beds occurs Anoka County will invoice each county for beds used in excess of contracted amount. This will be done in accordance with the requirements of Article VIII and its Agreement for Contract Beds. A budget deficit will be absorbed by Member Counties as more fully set out in Section 8.04 and illustrated in Exhibit C. In addition to monthly and additional over utilized per diem payments, each Member County shall pay all additional amounts due, including but not limited to, medical, transportation, security and other special services, as specified in its Agreement for Contract Beds (Exhibit B).

Section 6.05: Joint Contract Beds.

If two Member Counties reserve a Joint Contract Bed pursuant to Section 6.02, the Joint Contract Bed shall be used on a first-come, first-served basis according to the following priority:

- (1) If a Member County has separately contracted for one or more Contract Beds, those beds shall be filled before the Member County is allowed to fill its Joint Contract Bed.

All provisions of the Agreement relating to Contract Beds shall apply to Joint Contract Beds, except:

- (1) A Member County is not entitled to use its Joint Contract Bed when it is filled by the other Member County that has contracted for use of that Joint Contract Bed.
- (2) Each Member County reserving a Joint Contract Bed shall guarantee to make monthly payments for one-half of the Joint Contract Bed, whether or not available to or used by that Member County, or if the bed was unused. Each Member County reserving a Joint Contract Bed shall be allocated one-half of any amount due for a whole Contract Bed for purposes of performing the annual reconciliation, described in Section 8.04, whether or not that bed was available to or used by that Member County.
- (3) Two Member Counties wishing to share a Joint Contract Bed shall be responsible for coordinating the equitable use of the Joint Contract Bed.
- (4) Anoka County may establish terms and conditions, in consultation with the Advisory Board, to effectuate this provision.

- (5) If one of the two Member Counties contracting for Joint Contract Bed withdraws from this Agreement, the other Member County shall have the right of first refusal to contract for the open portion of the Joint Contract Bed. If that Member County does not wish to contract for the open portion and no other Member County wishes to contract for the open portion, the entire bed shall become an Unreserved Bed.

ARTICLE VII Advisory Board

Section 7.01: Establishment of Advisory Board.

Each Board of Commissioners of each Member County shall appoint two persons to participate on an Advisory Board and act as liaisons with the other Member Counties. The Advisory Board shall continue throughout the duration of this Agreement. The Advisory Board shall be advisory only and shall not be a joint powers board under Minn. Stat. § 471.59. The Facility Superintendent shall serve as an *ex officio*, non-voting member of the Advisory Board.

Section 7.02: Duties of Advisory Board.

The Advisory Board shall have the following duties:

- (1) review and comment on Anoka County's proposed annual Facility operating budget and per diem charges prior to adoption by the Anoka County Board of Commissioners;
- (2) assist in the ongoing coordination of the use of the Facility, including bed usage and bed allocation;
- (3) assist in the development of the programs offered at the Facility; and
- (4) assist in other matters relating to the Facility as requested by Anoka County.

Section 7.03: Voting.

The Advisory Board shall function by majority vote. Each Member County shall have voting privileges based on their bed membership commitment. One representative from each Member County will cast a weighted vote. All half bed members counties votes will be weighted as one vote; Counties that contract for between 1 and 2 beds, will be weighted as 2 votes; and all Counties that contract for 3 or more beds will be weighted as 3 votes. Voting will be exercised by its County Commissioner, its Director, or appointed alternate to the County Commissioner or the Director. Only one representative of a Member County needs to be present in order to cast that Member County's weighted vote. Voting by proxy shall not be allowed.

Section 7.04: By-laws.

The Advisory Board shall have the authority to adopt by-laws if deemed necessary or desirable to conduct the business of the Advisory Board. The by-laws shall be consistent with this Agreement and the requirements of law.

Section 7.05: Chair and Vice-Chair.

The Advisory Board shall have an elected chair and vice-chair. The chair and vice-chair shall be elected by the Advisory Board from its membership for terms of two years. The chair shall preside at all meetings of the Advisory Board and shall perform other duties and functions as may be determined by the Advisory Board. The vice-chair shall preside over and act for the chair during the absence of the chair. If both the chair and vice-chair are absent, the Advisory Board may elect a temporary chair to conduct its business.

Section 7.06: Meetings.

The Advisory Board shall meet according to a schedule to be established by the Advisory Board. Upon reasonable notice to all Member Counties, special meetings may be called by the chair or, upon request, by any two Member Counties.

**ARTICLE VIII
Funding**

Section 8.01: Annual Budget.

Anoka County shall prepare an annual operating budget for the Facility for the following calendar year and present it to the Advisory Board for review and comment. The operating budget shall include all anticipated costs, including but not limited to: estimated costs and expenses for the operation and maintenance of the Facility and an estimate of all costs and expenses related to Anoka County's other obligations under this Agreement. Anoka County may charge for contribution to a self-insurance risk pool. Revenues from Non-Member Counties for surcharges established in accordance with Section 8.02 shall be reflected in the proposed operating budget for the next calendar year. Prior to adoption of said annual operating budget, the Anoka County Board of Commissioners shall consider any comments and recommendations made by the Advisory Board.

Section 8.02: Per Diem Rates.

Anoka County, in consultation with the Advisory Board, may compute the per diem rate based on the occupancy rate, depending on the circumstances existing at the time. The per diem charge for use of the Facility shall be calculated annually by dividing the approved operating budget by 365 days and then by the estimated occupancy rate of beds for the upcoming year.

In addition to the per diem rate, Non-Member Counties may be required to pay an additional per diem surcharge established by the Anoka County Board of Commissioners. The method of computing said surcharge shall be established by the Anoka County Board of Commissioners in consultation with the Advisory Board and shall take into consideration all additional administrative costs incurred by Anoka County as a result of providing a bed to a Non-Member County and the additional Debt Service incurred by the Member Counties because the Non-Member County's State grant monies were not allocated for construction of the Facility.

Section 8.03: Payment.

Each Member County shall make payments for all amounts due as outlined on the Anoka County Invoice in accordance with this Agreement and its Agreement for Contract Beds. On a monthly basis, each Member County shall pay one twelfth of the annual rate for their selected contract beds. This equates to twelve equal monthly payments based on the contracted number of beds as calculated using the approved annual per diem rate. The monthly invoice shall also include charges for specially-arranged services not paid directly by the Member County.

At the beginning of each calendar year, Anoka County shall prepare an annual reconciliation of accounts in accordance with Section 8.04 and bill each Member County for its share of any beds used over and above the contracted number paid for through the monthly installment as specified above. In accordance with Section 8.04, each Member County also shall pay for its share of any per diem shortfall created because Unreserved Beds were not used.

Each Member County shall submit payment to Anoka County within thirty-five (35) days following the invoice date.

Section 8.04: Annual Reconciliation of Accounts.

At the beginning of each calendar year, Anoka County shall reconcile the accounts of the Member Counties. Anoka County shall identify any per diem shortfall for Contracted Beds and Unreserved Beds. If such a shortfall exists, Anoka County will allocate the shortfall among the Member Counties using a two-step computation.

Step One: Anoka County will ensure that all contracted beds have been paid based on the monthly installments agreed upon by each Member County. Anoka County will determine the number of beds used by each Member County. If a county has used more than the contracted number already covered by the monthly payments Anoka County will bill the Member County, at the member per diem rate, for over utilized beds.

In the case of a Joint Contract Bed, Anoka County will ensure that the joint contract beds have been paid based upon the monthly installments agreed upon by the joint counties. If the joint counties have used more than the contracted number already covered by the monthly payments, Anoka County will bill the joint counties in proportional shares based upon the overutilization of the contracted joint bed. Each Joint Member County shall submit payment to Anoka County for all over utilized beds.

Step Two: Once each Member County's individual bed use has been accounted for and all Member County over utilized beds have been accounted for, Anoka County shall determine whether a per diem shortfall exists for Unreserved Beds. If such a shortfall exists, each Member County shall be charged a share of the remaining per diem shortfall for that calendar year.

The unreserved per diem shortfall remains the financial responsibility of the Member Counties. The responsibility shall be distributed based on the bed contract percentage computed against the total beds reserved by the membership. The percentages are listed in Exhibit A.

In contrast, it may be determined that a per diem surplus exists because Anoka County was able to sell Unreserved Beds or Contracted Member beds in excess of the number it projected when it set the per diem charge. In that event, Anoka County will rebate a share of the surplus to each Member County based upon the bed contract percentage computed against the total beds reserved by the membership. For this purpose, the rebated share shall mean: (a) the total per diem surplus, divided by (b) the total number of Contract Beds and the Unreserved Beds purchased by all Member Counties in the prior calendar year, and multiplied by (c) the total number of Contract Beds and Unreserved Beds purchased by the individual Member County in the prior calendar year. **Any annual surplus funds may be divided between the applicable reserve funds as determined by the Advisory Board.**

Computations for the annual reconciliation shall be performed in a manner consistent with the example set forth in Exhibit C.

Section 8.05: Accountability for Funds.

All funds shall be strictly accounted for according to generally accepted accounting principles. Anoka County shall report to the Advisory Board at least annually on all receipts and disbursements related to this Agreement.

ARTICLE IX

Additional Member Counties, Withdrawal and Termination

Section 9.01: Additional Member Counties

Additional counties may be added to this Agreement without the need to amend this Agreement. Any county wishing to join this Agreement must provide a Resolution from their County Board stating their intent to join this Agreement. Upon receipt of the Resolution and declaration of the number of beds requested, the allocations in Attachment A shall be adjusted to reflect the additional county. The joining county shall be responsible for the apportioned share in the annual reconciliation of accounts.

Section 9.02: Withdrawal.

A Member County may withdraw from this Agreement and its Agreement for Contract Beds, under one of the following conditions:

- (1) With or without cause, with one years' prior written notice to Anoka County and the Chair of the Advisory Board, effective January 1 of the following year.

- (2) With one years' prior written notice to Anoka County and the Chair of the Advisory Board, effective January 1 if, excluding amounts for liability costs included pursuant to Section 10.01, Anoka County increases the per diem charge by more than the greater of 9% of the previous year's per diem charge.
- (3) In the event an uncontrollable circumstance as defined in Article XII causes a shutdown of the Facility for a period of more than six (6) months.
- (4) Anoka County may withdraw from this Agreement with one years' prior written notice to each Member County, effective January 1 of the following year, only when it is uneconomical or impractical to continue operation of the facility which shall be determined solely by Anoka County.

Section 9.03: Effect of Withdrawal.

In the event of withdrawal by any party, this Agreement shall remain in full force and effect as to all remaining Member Counties. Withdrawal shall not act to discharge any liability incurred or chargeable to any Member County before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. The withdrawing county shall be deemed a Non-Member County under this Agreement and said withdrawing county's Agreement for Contract Beds shall automatically terminate upon the effective date of withdrawal.

Section 9.04: Termination.

This Agreement shall terminate upon the occurrence of any one of the following events:

- (1) When parties withdraw pursuant to Section 9.01, making it impractical or uneconomical to continue, in the judgment of Anoka County in consultation with the Advisory Board;
- (2) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction;
- (3) When all of the Member Counties agree, by resolution, to terminate the Agreement;
- (4) Upon damage or destruction of the Facility, if Anoka County, in its sole determination, determines that it is impractical or uneconomical to repair, restore or rebuild the Facility;
- (5) Upon the termination date herein unless renewed by written agreement of the parties.

Section 9.05: Effect of Termination; Distribution of Property.

Termination shall not discharge any liability incurred by Anoka County or the other Member Counties prior to termination of this Agreement. Upon termination of this Agreement, Anoka County shall retain all right, title, interest and ownership in the Facility and the Facility site;

ARTICLE X
Liability and Insurance

Section 10.01: Liability

Each party shall be responsible for its own acts and those of its elected officials, employees, agents, and subcontractors and the results thereof, and shall not be responsible for the acts of any other party, its elected officials, employees, agents, or subcontractors and the results thereof, except as otherwise provided in this Agreement. Claims, liabilities, obligations, losses, expenses (including reasonable attorney and other professional fees), judgments, and costs paid or incurred by Anoka County, which arise out of its performance or failure to perform its duties under this Agreement or the Agreements for Contract Beds, shall be included in the annual operating budget for the next calendar year, to the extent not covered by insurance proceeds or a self-insurance risk pool dedicated to the Facility. Amounts included in the annual operating budget under this section shall be pro-rated so that the total costs passed through to the Member Counties do not exceed 10% of the annual operating budget.

Section 10.02: Insurance.

Anoka County may purchase and maintain such insurance as will protect Anoka County and other Member Counties against risk of loss or damage to the Facility and Facility site and any improvements located thereon and against claims which may arise from the construction, operation, use or maintenance of the Facility and any other activities contemplated by this Agreement and Agreements for Contract Beds. The cost of any such insurance shall be included in the annual operating budget established pursuant to Section 8.02.

ARTICLE XI
Facility Modification, Reconstruction

In the event of damage to or destruction of the Facility or in the event that Anoka County is required to modify the Facility in order to comply with law, Anoka County may undertake the repair, restoration, rebuilding or modification of the Facility in consultation with the Advisory Board. To the extent that insurance proceeds are not available to pay the costs of such repair, restoration, rebuilding, or modification, each Member County shall cooperate, upon the request of Anoka County, in the issuance of additional indebtedness in an amount sufficient to pay the cost of such repair, restoration, rebuilding or modification. The Member County shall not approve the authorization of additional indebtedness without the approval of the Member County's Board of Commissioners. If the Member County does not agree to the incurred indebtedness, Anoka County may cancel the agreement as set forth herein, or incur the debt and absorb all costs related to the same. All amounts, less any insurance proceeds, expended by Anoka County in connection with such repair, restoration, rebuilding or modification shall be considered Debt Service payments to be included in the per diem charges established pursuant to Section 8.02.

ARTICLE XII
Uncontrollable Circumstances/Acts of God

The occurrence or non-occurrence of acts or events beyond the reasonable control of a party shall excuse that party's performance of obligations under this Agreement to the extent that the uncontrollable circumstance materially adversely affects that party's ability to perform pursuant to the terms outlined in Article IX Withdrawal and Termination, specifically § 9.01 through 9.03. Uncontrollable circumstances shall include but not be limited to the following:

- (1) Acts of God, including, but not limited to, floods, ice storms, blizzards, tornadoes, landslides, lightning, earthquakes, unusually severe weather, riots, insurrections, war or civil disorder affecting the performance of work, blockades, delays or defaults caused by public carriers, power or other utility failure, environmental emergencies, epidemics, pandemics, fires and explosions;
- (2) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement;
- (3) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the operation, construction, maintenance or reconstruction of the Facility;
- (4) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body; or
- (5) Strikes or labor disputes.

Cost increases experienced by Anoka County in performing its obligations under this Agreement or the Agreements for Contract Beds caused by an uncontrollable circumstance shall be passed through to the Member Counties in the annual operating budget in the following calendar year. Anoka County, after consultation with the Advisory Board shall take steps to mitigate the loss incurred. If the Member County does not have the financial ability to incur the additional costs, they may withdraw from the agreement as set forth in Article IX.

ARTICLE XIII
General Provisions

Section 13.01: Entire Agreement, Amendment.

This Agreement contains the entire agreement of the Member Counties and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this Agreement. This Agreement may be amended only by written agreement of all Member Counties.

Section 13.02: Severability.

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any

rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 13.03: Notice.

All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed by U.S. Mail, at the following addresses:

Anoka County:	Dylan Warkentin, Director Anoka County Community Corrections 2100 Third Avenue, Suite C100 Anoka, MN 55303
Benton County:	Deb Anderson, District Supervisor Benton County 300 East Saint Germain Street St. Cloud, MN 56304
Chisago County:	Probation Director Chisago County Probation 313 North Main Street, Room 100 Center City, MN 55012
Isanti County:	Timothy A. MacMillan, Director Isanti County Probation 555 18 th Ave. SW Cambridge, MN 55008
Kanabec County:	Todd Eustice, Director Kanabec County Court Services 18 North Vine Street, Suite 233 Mora, MN 55051
Mille Lacs County:	Deb Anderson, District Supervisor Mille Lacs County 225 6 th Avenue SE Milaca, MN 56353
Pine County:	Terry Fawcett, Director Pine County Probation 635 Northridge Dr NW Pine City, MN 55063
Sherburne County:	J. Hancuch, Director Sherburne County Community Corrections Sherburne County Government Center 13880 Business Center Drive Elk River, MN 55330-4601

(Stearns County: Becky Bales Cramlet, Director
Stearns County Community Corrections
705 Courthouse Square #445
St. Cloud, MN 56303

Washington County: Terry Thomas, Director
Washington County Community Corrections
14949 62nd Street North
PO Box 6
Stillwater, MN 55082-0006

Wright County: Michael MacMillan, Director
Wright County Court Services
Wright County Government Center
10 NW Second Street
Buffalo, MN 55313

The addressees listed in this section shall be the authorized representatives of the parties for purposes of sending and receiving notices and communications required or permitted pursuant to this Agreement. Any party may change its address or authorized representative by written notice delivered to the other parties pursuant to this section.

(**Section 13.04: Independent Contractor.**

For the purposes of the Agreement, each of the parties shall be deemed to be independent contractors and not employees of any of the other parties. Any and all agents, servants, or employees of a party or other persons, while engaged in the performance of any work or services required to be performed by a party under the Agreement, shall not be considered employees of any other party for any purpose.

Section 13.05: Damages.

In the event of a party's failure to perform obligations under this Agreement or an Agreement for Contract Beds, that party shall be liable to the other parties for any and all damages reasonably sustained by the other parties as a result of such failure.

Section 13.06: Failure to Pay.

If Member County's payment due under this Agreement or the Agreement for Contract Beds becomes delinquent by 120 days or more, Anoka County may refuse to admit Juveniles from the Member County until the Member County's account becomes current and the Member County's Contract Bed becomes available.

(**Section 13.07: Remedies Cumulative.**

All remedies provided for herein or otherwise available at law or equity shall be cumulative. The election of any remedy shall not bar other remedies available to the party.

Section 13.08: Waiver of Default.

The waiver of any default by any party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. The making or acceptance of a payment by any party with knowledge of the existence of a default shall not operate or be construed to operate as a waiver of any subsequent default.

Section 13.09: Subcontracts, Assignment

A Member County, other than Anoka County, may not subcontract, assign or otherwise transfer its obligations under this Agreement. Anoka County shall not be relieved of any of its obligations under this Agreement by virtue of any such subcontract, assignment or transfer.

Section 13.10: Successors.

Each Member County binds itself and its successors, legal representatives, and assigns to the other parties and to the partners, successors, legal representatives, and assigns of such other parties, in respect to all rights and obligations under this Agreement.

Section 13.11: Counterparts.

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

The remainder of this page is intentionally left blank.

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

COUNTY OF ANOKA

COUNTY OF BENTON

By: _____
Rhonda Sivarajah
County Administrator

By: _____
Ed Popp, Chair
County Board of Commissioners

Dated: _____

Dated: _____

Approved as to Form and Execution:

ATTEST

By: _____
Nancy Norman Sommer
Assistant County Attorney

By: _____
Montgomery Headley
County Administrator

Dated: _____

Dated: _____

Approved as to Form and Execution:

By: _____
Phillip Miller
County Attorney

COUNTY OF CHISAGO

By: _____
Chris DuBose, Chair
County Board of Commissioner

Dated: _____

ATTEST:

By: _____
Chase Burnham
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Janet Reiter
County Attorney

Dated: _____

COUNTY OF ISANTI

By: _____
Susan Morris, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Julia Lines
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Jeffery R. Edblad
County Attorney

Dated: _____

COUNTY OF KANABEC

By: _____
Gene Anderson, Chair
County Board of Commissioner

Dated: _____

ATTEST:

By: _____
Kristine McNally
County Coordinator/Executive Secretary

Dated: _____

Approved as to Form and Execution:

By: _____
Barbara McFadden
County Attorney

Dated: _____

COUNTY OF MILLE LACS

By: _____
David Oslin, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Holly Wilson
Interim County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Joe Walsh
County Attorney

Dated: _____

COUNTY OF PINE

By: _____
Steven M. Hallan, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
David Minke
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Reese Frederickson
County Attorney

Dated: _____

By: _____
Matt Ludwig
County Board of Commissioners
ECRJ Board Representative

COUNTY OF SHERBURNE

By: _____
Raeanne Danielowski, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Bruce Messelt
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kathleen A. Heaney
County Attorney

Dated: _____

COUNTY OF STEARNS

By: _____
Tarryl Clark, Chair
County Board of Commissioner

Dated: _____

ATTEST:

By: _____
Michael Williams
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Janelle P. Kendall
County Attorney

Dated: _____

COUNTY OF WASHINGTON

By: _____
Lisa Weik, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Kevin Corbid
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Peter Orput
Assistant County Attorney

Dated: _____

COUNTY OF WRIGHT

By: _____
Mark Daleiden, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Lee Kelly
County Administrator

Dated: _____

By: _____
Mike MacMillan
Court Services Director

Approved as to Form and Execution:

By: _____
Brian Lutes
County Attorney

Dated: _____

Exhibit A
(Reserved Beds)

County	Beds	Percentage
Anoka	5	22.25%
Benton	1	4.5%
Chisago	2	9%
Isanti	1	4.5%
Kanabec	.5	2%
Mille Lacs	2	9%
Pine	1	4.5%
Sherburne	1	4.5%
Stearns	1	4.5%
Washington	5	22.25%
Wright	3	13%
Total	22.5	100%

EXHIBIT B

**AGREEMENT
BETWEEN _____ COUNTY AND ANOKA COUNTY
FOR CONTRACT BEDS**

THIS CONTRACT is made and entered into between _____ County, a political subdivision of the State of Minnesota, and Anoka County, a political subdivision of the State of Minnesota.

WHEREAS, the parties have entered into a joint powers agreement dated January 1, 2022, for the operation of the East Central Regional Secure Juvenile Detention and Treatment Facility; and

WHEREAS, _____ wishes to reserve beds for secure detention and treatment for juvenile offenders; and

WHEREAS, Anoka County desires and is able to provide the above stated services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following:

**ARTICLE I
Definitions**

In the interpretation of this contract, the following definitions shall have the meanings given to them.

- (1) "Advisory Board" means the Board created by the Joint Powers Agreement in Section 7.01.
- (2) "Contract Bed" means minimum of ____ Facility bed which Anoka County reserves for use by the Placing County for secure detention or treatment of juvenile offenders and for which the Placing County guarantees to make payment, whether or not used by the Placing County.
- (3) "Emergency Medical Treatment" means medical treatment for a condition which, in the judgment of the physician or staff in attendance, is life-threatening unless immediate action is taken, or constitutes a substantial injury.
- (4) "Facility" means the secure juvenile detention and treatment facility at the East Central Regional Juvenile Center located in Lino Lakes, Anoka County.
- (5) "Facility Superintendent" means the Anoka County employee assigned to manage and direct the operations of the Facility, or his/her designee.
- (6) "Joint Powers Agreement" means the Joint Powers Agreement for Secure Juvenile Detention and Treatment Facility, dated January 1, 2022.

- (7) "Juvenile" means a male or a female through age 18, who has been taken into custody for a criminal offense or violation of probation, or a male or a female regardless of age who remains under the jurisdiction of the Juvenile Court. Children in Need of Protection or Services (CHIPS) shall not be admitted under this contract, unless they are charged with a criminal offense.
- (8) "Juvenile Day" means a twenty-four (24) hour period in which a Juvenile is admitted to the Facility. The day of admission, notwithstanding the hour of admission, shall be deemed the first Juvenile Day. The day of release, notwithstanding the hour of release, shall not be deemed a Juvenile Day.
- (9) "Local Law Enforcement" means personnel from the _____ County _____ Department and police departments located within _____ County.
- (10) "Per Diem" shall mean the charge per Juvenile Day established annually by the Anoka County Board of Commissioners pursuant to Section 8.02 of the Joint Powers Agreement.
- (11) "Placing County" means _____ County.
- (12) "Placing County Corrections Staff" means an employee of the _____ County _____ Department.
- (13) "Referring Agent" means Placing County Corrections Staff or Local Law Enforcement, when accompanied with an arrest hold, court order or warrant for detention of a Juvenile.
- (14) "Short-Term Bed" means a bed for detention, or for treatment with placement not to exceed 90 days.

ARTICLE II Term of the Contract and Renewal

Section 2.01: Term.

The term of the contract shall begin on January 1, 2022 and shall continue until December 31, 2026 which shall automatically renew for an additional period of five years beginning January 1, 2027, unless terminated by the parties pursuant to Article XI of this contract or upon the withdrawal of the Placing County under the joint powers agreement.

Section 2.02: Renewal.

This contract may be renewed by written agreement of Anoka County and the Placing County for such period of time as may be agreed upon assuming the Placing County is a Member of the joint powers agreement.

ARTICLE III Services Provided

Section 3.01: Services.

Anoka County shall reserve _____ Beds for use by the Placing County for secure detention and/or treatment of Juvenile offenders.

Section 3.02: Objectives.

The objective of this contract is to ensure the safety and security of the general public and of the detained Juvenile.

Section 3.03: Location.

The location of the services to be provided through this contract is:

East Central Regional Juvenile Center
7565 Fourth Avenue
Lino Lakes, MN 55014-1097

Section 3.04: Basic Program Services.

Anoka County shall provide basic program services to Juveniles admitted to the Facility in accordance with the programming established by Anoka County in consultation with the Advisory Board.

ARTICLE IV Payment for Services

Section 4.01: Charge for Basic Services.

The Placing County shall pay the membership rate for contracted beds as set forth in the joint powers agreement for each bed reserved. The Placing County shall also pay a Per Diem charge for each Juvenile Day for beds used in excess of its reserved number of beds. The Per Diem charge shall include all direct service and administrative costs for the Juvenile's room and board and basic program services. The per diem charge will be paid to Anoka County in 12 equal monthly installments based on the number of reserved beds agreed upon.

At the beginning of each calendar year, Anoka County shall prepare an annual reconciliation of accounts and bill the Placing County in accordance with Section 8.04 of the Joint Powers Agreement. The Placing County shall submit payment to Anoka County within thirty-five (35) days of the invoice date assuming that the Placing County agrees the reconciliation.

Section 4.02: Cost of Specially-Arranged Services.

The Per Diem charge shall not include specially-arranged services, such as medical, psychological or psychiatric services, transportation, or guard services required to maintain security during a Juvenile's hospitalization. The Placing County shall pay for such specially-arranged services directly to the vendor providing the service or reimburse Anoka County for the costs incurred, as appropriate.

Section 4.03: Invoices.

Anoka County shall, within fifteen (15) working days following the last day of each calendar month in which services were provided, submit an invoice and request for payment to:

The invoice shall include a statement of the number of Juvenile Days the bed was used and the name of the Juvenile placed. The invoice shall also itemize any amounts due for specially-arranged services.

Section 4.04: Payment Procedure.

The Placing County shall make payment to Anoka County within thirty-five (35) days of the invoice date assuming there are no errors in the billing. If the invoice is incorrect, defective, or otherwise improper, the Placing County will notify Anoka County within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Anoka County, the Placing County will make payment within thirty-five (35) days of the corrected invoice date.

Section 4.05: Final Payment.

Final payment shall not be made until the Placing County is satisfied that Anoka County has complied with the provisions of Minn. Stat. § 290.92. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement.

ARTICLE V
Specially-Arranged Services

Section 5.01: Non-Emergency Medical Treatment.

If Anoka County determines that a Juvenile admitted under this contract is in need of non-emergency medical treatment, Anoka County shall attempt to utilize family insurance to obtain such treatment. In the event that the cost is not paid by the family insurance, Anoka County will forward the invoice for said medical treatment to the Placing County for payment to the provider pursuant to Section 5.05. In the event that family insurance is not available and the cost of the non-emergency medical treatment is estimated to cost more than twice the current per diem charge, Anoka County shall contact the Placing County Corrections Staff for prior authorization for such treatment.

Section 5.02: Emergency Medical Treatment.

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that does not require hospitalization, Anoka County shall notify Placing County Corrections Staff the next working day.

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that requires hospitalization, Anoka County shall notify Placing County Corrections Staff through the Placing County's sheriff dispatcher at _____(phone number).

Section 5.03: Guard Services.

Anoka County shall not be responsible to provide guard services to Juveniles who require hospitalization unless agreed to by both parties to this contract. Such guard services may include an additional charge to be agreed upon by the parties.

Section 5.04: Other Specially-Arranged Services.

The Placing County shall be responsible for the arrangement of all other specially-arranged services, including but not limited to, psychological services, psychiatric services or transportation.

Section 5.05: Billing for Specially-Arranged Services.

Any unpaid specially-arranged services provided to a Juvenile placed in the Facility under this contract shall be the responsibility of the Placing County. Anoka County shall have no responsibility for billing parents, guardians or other responsible parties for medical bills or any other specially-arranged services.

**ARTICLE VI
Admission/Discharge Standards**

Section 6.01: Requirement of Court Order, Warrant, or Arrest Hold.

Anoka County shall not admit Juveniles unless transported to the Facility by a Referring Agent who has a court order, warrant, or arrest hold. The Referring Agent shall call the Facility at least 30 minutes prior to the estimated time of arrival to verify that appropriate bed space is available.

Section 6.02: Notification of Placing County Corrections Staff.

Anoka County shall notify Placing County Corrections Staff by the next business day of Juveniles admitted by a Referring Agent other than the Placing County Corrections Staff.

Section 6.03: Refusal of Admission.

Anoka County may refuse to admit a Juvenile under this contract where, in the reasonable belief of the Facility Superintendent, the Juvenile cannot be physically maintained at the Facility because of the Juvenile's physical or mental condition.

Section 6.04: Notice of Discharge.

In the case where the Placing County is using Short-Term Beds in excess of its reserved number of Short-Term Beds, and Anoka County needs to discharge a Juvenile being held for detention purposes in order to satisfy its duty to provide a reserved bed to another county, Anoka County shall give Placing County Corrections Staff at least 48 hours notice. Upon receipt of notice, the Placing County shall promptly remove the discharged Juvenile.

Section 6.05: Discharge Required by Law.

The Placing County shall be responsible for complying with all legal requirements needed to hold the Juvenile in the Facility. In the case where the Placing County has not completed all legal requirements necessary to continue to hold a Juvenile admitted to the Facility or a court order requires the discharge of a Juvenile, the Placing County shall promptly make arrangements to remove the Juvenile from the Facility.

**ARTICLE VII
Reporting Requirements**

Section 7.01: Reports by Anoka County.

The Referring Agent shall provide to Anoka County all information required on the Anoka County intake detention report form provided by Anoka County. Anoka County shall maintain all intake detention reports required under Minnesota law and provide said reports to Placing County Corrections Staff upon request.

Section 7.02: Notification of Continued Detention Status.

After a hearing on the continued detention of a Juvenile detained at the Facility, Placing County Corrections Staff shall notify the Facility before 5:00 p.m. on the same business day, whether or not the Juvenile will return to the Facility. If the Placing County Corrections Staff fails to notify the Facility within the time specified in this section, the Juvenile shall be considered discharged from the Facility.

ARTICLE VIII

Probable Cause/

Other Juvenile Court Statutory Requirements

Section 8.01: Probable Cause Requirements.

Anoka County shall not be responsible for meeting the requirement to file a finding of probable cause for detention of Juveniles detained under this contract.

Section 8.02: Other Juvenile Court Statutory Requirements.

Anoka County shall not be responsible for compliance with any juvenile court statutory requirements except for those specifically directed at juvenile detention facilities.

ARTICLE IX

Compliance with Laws/Standards

Section 9.01: Requirements of Law.

Anoka County and the Placing County shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this contract.

Section 9.02: Licenses and Permits.

Anoka County shall be responsible for obtaining and maintaining all licenses, permits or other rights required for the provision of services under this contract.

Section 9.03: Governing Law.

This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All judicial proceedings related to this contract shall be venued in the Tenth Judicial District of the State of Minnesota.

ARTICLE X

Default and Remedies

Section 10.01: Damages.

In the event of a party's failure to perform obligations under this contract, that party shall be liable to the other party for any and all damages reasonably sustained by the other party as a result of such failure.

Section 10.02: Failure to Pay.

If the Placing County's undisputed payment due under this contract becomes delinquent by 120 days or more, Anoka County may refuse to admit Juveniles from the Placing County until the Placing County's account becomes current and the Placing County's Contract Bed becomes available.

Section 10.03: Remedies Cumulative.

All remedies provided for herein or otherwise available at law or equity shall be cumulative. The election of any remedy shall not bar other remedies available to the party.

Section 10.04: Waiver of Default.

The waiver of any default by a party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. The making or acceptance of a payment by a party with knowledge of the existence of a default shall not operate or be construed to operate as a waiver of any subsequent default.

Section 10.05: Force Majeure.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to an uncontrollable circumstance as defined in Article XII of the Joint Powers Agreement.

**ARTICLE XI
Withdrawal/Termination**

Section 11.01: Withdrawal.

The Placing County may withdraw from this contract in accordance with the procedures, terms and conditions set forth in Article IX of the Joint Powers Agreement.

Section 11.02: Termination.

This contract may be terminated in accordance with the procedures, terms and conditions set forth in Article IX of the Joint Powers Agreement.

**ARTICLE XII
General Provisions**

Section 12.01: Entire Agreement, Amendment.

This contract and the Joint Powers Agreement contain the entire agreement of Anoka County and the Placing County and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this contract. This contract may be amended only by written agreement of Anoka County and the Placing County, in consultation with the Advisory Board.

Section 12.02: Severability.

The provisions of this contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the contract is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this contract.

Section 12.03: Liaison.

To assist the parties in the day-to-day performance of this contract and to develop service, ensure compliance, and provide ongoing consultation and coordination, Anoka County and the Placing County shall each designate a liaison. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of the execution of this contract the following persons are the designated liaisons:

Anoka County Liaison: Nate Parker

Telephone: 763-324-4823

Placing County Liaison: _____ Telephone: _____

Section 12.04: Independent Contractor.

For the purposes of this contract, both parties shall be deemed to be independent contractors and not employees of the other party. Any and all agents, servants, or employees of a party or other persons, while engaged in the performance of any work or services required to be performed by a party under this contract, shall not be considered employees of the other party for any purpose.

Section 12.05: Subcontracts, Assignment.

The Placing County may not subcontract, assign or otherwise transfer its obligations under this contract.

Section 12.06: Successors.

The Placing County and Anoka County each binds itself and its successors, legal representatives, and assigns to the other party and to the partners, successors, legal representatives, and assigns of such other party, in respect to all rights and obligations under this contract.

Section 12.07: Liability.

Each party shall be responsible for its own acts and those of its elected officials, employees, agents, and subcontractors and the results thereof, and shall not be responsible for the acts of any other party, its elected officials, employees, agents, or subcontractors and the results thereof, except as otherwise provided in this contract and the Joint Powers Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date(s) indicated below.

COUNTY OF _____

COUNTY OF ANOKA

By: _____
_____ Chair
County Board of Commissioners

By: _____
Rhonda Sivarajah
Anoka County Administrator

Dated: _____

Dated: _____

ATTEST:

By: _____

Title: _____

Dated: _____

Approved as to Form and Execution:

Approved as to Form and Execution:

By: _____

Title: _____

Dated: _____

By: _____
Nancy Norman Sommer
Assistant County Attorney

Dated: _____

EXHIBIT C

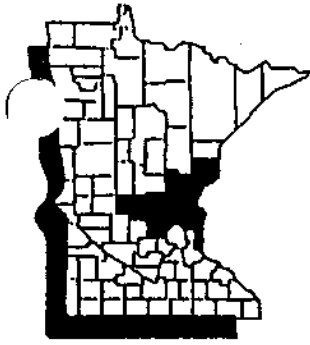
Revenue Shortfall Example

- With a 22.5 Bed Membership using a 31 bed scenario
- By RJC Member County **Contracted beds %**
- Budget at 31 and sell 29 leaving a 2 bed shortfall (\$218,060)

County	Beds	%	\$ Shortfall
Anoka	5	22.25	\$48,518
Benton	1	4.5	\$ 9,813
Chisago	2	9	\$19,625
Isanti	1	4.5	\$ 9,813
Kanabec	.5	2	\$ 4,361
Mille Lacs	2	9	\$19,625
Pine	1	4.5	\$ 9,813
Sherburne	1	4.5	\$ 9,813
Stearns	1	4.5	\$ 9,813
Washington	5	22.25	\$48,518
Wright	3	13	\$28,348

EXHIBIT D
ORIGINAL STATE GRANT MONIES

Anoka	\$923,275
Benton	125,732
Chisago	113,508
Isanti	115,989
Kanabec	65,958
Mille Lacs	86,550
Pine	99,638
Sherburne	140,892
Stearns (50%)	235,085
Washington (50%)	220,370
Wright	<u>227,454</u>
Total	\$2,354,451



East Central Regional Juvenile Center (RJC)

7565 Fourth Avenue, Lino Lakes, MN 55014

Phone: 763-324-4990 Fax 763-324-4661

RJC Member County Benefits

Bed Membership:

All RJC joint powers agreement (JPA) member counties have guaranteed bed share at RJC 24/7 and 365 days per year. If a member county has a one (1) RJC bed share, that county is always guaranteed one bed.

Equal Member County Stakeholders:

The RJC JPA outlines that each member county regardless of bed commitment is a single vote stakeholder regarding budget, per diem, and programming offered.

Member/Nonmember County Per Diems:

The current RJC member county per diem rate is \$264/day and RJC nonmember county per diem rate is \$325/day. This equates to an additional 68 days of placement per year at RJC. Member rate $\$264 \times 365 \text{ days} = \$96,360/\text{year}$. $\$96,360/\$325 \text{ nonmember per diem} = 297 \text{ days/year}$. $365 \text{ days/year} - 297 \text{ days/year} = 68 \text{ additional days for RJC member counties per year}$.

First access to extra available RJC beds:

JPA Member Counties have first access to additional available beds at RJC. Currently there are 24 JPA member beds and RJC is licensed for 36 beds.

Preferred access to available beds at Anoka County Secure and Anoka County Non-Secure program:

The Anoka County Juvenile Center is comprised of three (3) separate residential programs including Anoka County Secure (ACS), Anoka County Non-Secure program (NSP), and RJC. All RJC JPA Member County partners have preferred access to available beds at ACS and NSP.

ACS is a secure program for males that offers two long term programs including delinquent correctional offenders and sex specific treatment.

NSP is a non-secure program for males and females that offers beds to social services and corrections. Programs include short term programming, 30-day diagnostic assessment, and a long-term residential group for females.

Anoka County JC programming continuum:

Non Secure and Secure short term programs including Weekend, 10/5, 30/15, 60/30, 90/60, 90/70 CD, LT (girls at NSP, boys at RJC), 21 day diagnostic (RJC), and 30 day diagnostic (NSP), long term girls (NSP), long term boys (ACS), long term sex specific program (ACS), young offender sex specific program (NSP.)

Education is provided 10.5 months of the year by Centennial School District. School staff include a full complement licensed secondary teachers, certified Special Education staff, psychologist, social worker, credit recovery and transition specialist. All residents are registered for school upon admission to the juvenile center.

Staffing:

Anoka County Juvenile Center is staffed with 100% Probation Officers facilitating residential groups in all three programs. All PO's have been certified in Decision Points COG, Motivational Interviewing, and Coaching Circles. The Juvenile Center also has an onsite full time Mental Health coordinator.

Serving the Counties of

Anoka

Chisago

Isanti

Kanabec

Mille Lacs

Pine

Sherburne

Washington

Wright

Voting:

Article VII

Sec 7.03:

Each Member

County shall

have one vote,

which may be

exercised by its

Commissioner,

Director, or,

alternate. One

member needs

to be present to

vote. Proxy

voting is not

allowed.

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Chisago County Request for Board Action

Meeting Date: September 1, 2021	Item Number: 13		
Title of Item for Consideration: Credit Card Request – Jacob Thompson, Emergency Communication Manager			
Action Requested by: Jon Eckel, Director	Department: Enterprise Services		
Previous Action on this Matter: None.			
Background: These cards will be used for equipment parts, organization fees, training, conference registration, and travel. The Enterprise Services Department currently utilizes the general Enterprise Services Department Credit Card which has been causing routine limit constraints for other training and supplies needs within the broader department. Jacob Thompson, Emergency Communication Manager - \$1,000			
Action Requested/Recommended: The County Board is respectfully requested to approve credit card for Joseph Tart, Parks Director. The following motion is suggested: <i>“Move to approve a credit card for Jacob Thompson, Emergency Communication Manager.”</i>			
Implications of Action: Board approval at tonight’s meeting will allow the County Auditor Office to request a credit card for Jacob Thompson, Emergency Communication Manager. 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 _____

COUNTY OF CHISAGO
REQUEST FOR COUNTY ISSUED CREDIT CARD

TO: COUNTY AUDITOR

FROM: Jon Eckel
Name (Dept Head)
Enterprise Services
Department

RE: Request for County Issued Credit Card
(Place an X in the applicable box)

☐ Commissioner	\$1,500
☒ Department Head	\$1,000
☒ Employee	\$500

Department Head Portion:

I request the following employee be issued a Chisago County Credit Card:

Employee Full Name (print): Jacob Thompson

Title & Department: Manager | Emergency Communications Services

Employee Sample Signature: _____

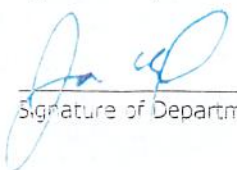
Reason why credit card is needed: Equipment parts purchases, Organizational Fees, Training,
Conference Registration and travel

The Department Head may recommend an account limit for an employee not to exceed \$500. Without exception, the County Board of Commissioners will establish all account limits.

Use of County Issued Credit Card:

County provided credit cards are to be used only for conducting officially approved County business. Official County business includes approved travel (hotels & travel expenses) and registration fees per County policy and any other items approved, per County policies, prior to actual purchase. No alcoholic beverages may be purchased with said card.

I hereby certify that I have reviewed with the employee the Chisago County Issued Credit Card Policy and the Credit Card User Agreement (Exhibit B).



Signature of Department Head

8-6-2021

Date

Employee Portion:

I have reviewed the Chisago County Issued Credit Card Policy and the Credit Card User Agreement. I agree to abide by these policies and other policies of the County. I consent to the County running a background credit check on my personal credit history if the County deems it necessary.

Mark Thompson
Signature of Employee

08/06/2021
Date

*** PLEASE RETURN TO AUDITOR'S OFFICE ***

County Auditor Portion:

Received request on 8/6/2021
Date

Timothy Hammarde
Chisago County Auditor - Deputy

8/6/21
Date

Presented to the Chisago County Board on

Date

Action taken by Chisago County Board on

Date

- ☐ Approved as requested
☐ Denied
☐ Other

Board Approval Stamp

Employee Portion:

I acknowledge receipt of credit card bearing number

Employee Signature

Date

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Chisago County Request For Board Action

Meeting Date: September 1, 2021	Item Number: 14
Title of Item for Consideration: Radiological Emergency Preparedness Grant Contract	
Action Requested by: Scott Sellman, Director	Department: Emergency Management
Previous Action on this Matter: Yes, past approved grant contract agreements.	
Background: Homeland Security and Emergency Management Division has awarded Chisago County with a grant for Radiological Emergency Preparedness. This grant will allow Emergency Manager Director, Scott Sellman to attend and hold training and exercises. This grant is a two-year grant allowing \$3,000 for 2022 and \$3,000 for 2023. Attachment(s): MN Dept of Public Safety Grant Agreement and Signature Pages (with Clerk of the Board)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2022-2023 Radiological Emergency Preparedness Grant Contract. The suggested motion is as follows: <i>“Move to approve the 2022-2023 Radiological Emergency Preparedness Grant Contract Agreement.”</i>	
Implications of Action: Approval will allow EM Director Sellman to attend and hold trainings. Budget/Financial Implications: None. 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 _____

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Chisago County Request for Board Action

Meeting Date: September 1, 2021	Item Number: 15
Title of Item for Consideration: Creation of Buildings and Facilities Committee	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: None.	
Background: The Facilities Committee consists of five members and is responsible for developing policies and authorizing direction for all County property and facilities. Recommendations from this committee are forwarded to other committees and/or the County Board for final approval. REQUIRED ATTENDEES - Enterprise Services Director, County Administrator, Clerk of the Board, County Auditor-Treasurer (or agent) - 2 Appointed County Commissioners • Chair = County Administrator and/or Enterprise Services Director • Agenda Creation = County Administrator with Enterprise Services Director	
Action Requested/Recommended: The County Board is respectfully requested to approve the creation of a Buildings and Facilities Committee and appoint two commissioners to the Committee. The following motion is suggested: <i>“Move to approve the creation of a Buildings and Facilities Committee and appoint Commissioners _____ and _____.”</i>	
Implications of Action: Board approval at tonight’s meeting will create a County Buildings and Facilities Committee. Budget/Financial Implications: Per Diems and Mileage, same as other County Committees. 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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Chisago County Request for Board Action

Meeting Date: September 1, 2021	Item Number: 16
Title of Item for Consideration: Discuss and Consider Approval of <i>Preliminary</i> 2022 Levy and Annual Budget	
Action Requested by: County Board of Commissioners (Statutory)/ Budget & Finance Committee	Department: County Board of Commissioners/Administration
Previous Action on this Matter: - Budget Preparation Discussions at previous meetings of the County Board of Commissioners; - Budget & Finance Committee Meetings to craft and review the DRAFT <i>Preliminary</i> 2022 Levy and Annual Operating Budget; - Budget & Finance Committee Workshop meeting on August 26th, to review and discuss the DRAFT <i>Preliminary</i> 2022 Levy and Annual Budget.	
Background: Board action is respectfully requested to receive a brief update on the DRAFT <i>Preliminary</i> 2022 Levy and Annual Operating Budget. By state law, the County Board of Commissioners must adopt the <i>Preliminary</i> 2022 Levy by the end of September. The Budget & Finance Committee has reviewed the DRAFT <i>Preliminary</i> 2022 Levy and Annual Budget at its September 26 th workshop meeting and recommends the following steps be undertaken at tonight's Meeting: 1) The County Board should receive a brief update from the Committee and staff and then discuss the DRAFT <i>Preliminary</i> 2022 Levy and Annual Budget; and then 2) The County Board should take action on the <i>Preliminary</i> 2022 Levy and Annual Budget via consideration of the attached Resolution. Board action to adopt and certify a proposed property tax levy is required under Minnesota Statute 275.065. Attached for Board consideration is the <i>Preliminary</i> 2022 Levy and Annual Budget, as prepared by County staff and reviewed by the Budget & Finance Committee. The <i>Preliminary</i> 2022 Levy and Annual Budget reflects the work over the past months of County staff, the County Auditor - Treasurer, County Administrator, Department Directors and County Staff, and follows the direction of the Budget & Finance Committee and prior Board review/action. Of note: - With respect to <u>expenditures</u> - changes in 2022 employee compensation and benefits represent <i>by far</i> the largest increase; including a projected COLA, and an increase in health care costs. - Additionally, the County has proposed budgeting for cost increases in non-personnel categories; reflecting increases in fuel, supplies and other consumables.	

- Proposed 2022 Debt Service expenditure reflect current obligations from past County debt issuances and the proposed 2022 Capital budget (CIP/CPA) reflects little change from 2021.

The *Preliminary* 2022 Levy and Annual Budget does include minor adjustments to various line items undertaken at the direction of the Board and/or the Budget & Finance Committee, including requests for additional funding for select outside organizations/supporting governments, including:

- Adjusting the *Preliminary* 2022 Levy and Annual Budget to reflect the JPA formula-based increase in levy support for the East Central Regional Library, to reflect the contract-based amount for Medical Examiner (ME), and the estimated amount for ME transports.
- Adjusting the *Preliminary* 2022 budgeted support for the Chisago County Soil and Water conservation District (SWCD), U of MN Extension, and Agricultural and Historical Society.

Attachment(s):

- *Preliminary* 2022 Levy and Annual Operating Budget Summary- DRAFT
- Draft Resolution Establishing the *Preliminary* 2022 Levy for Chisago County
- Estimated Tax Impact (very preliminary, as of 8/26/2021)

Action Requested/Recommended: It is respectfully recommended that the County Board receive a short update on the *Preliminary* 2022 Levy and Annual Budget, discuss the same, and approve, if ready, the *Preliminary* 2022 Levy and Annual Budget. Staff *specifically recommends the following affirmative Board consideration:*

- Approval by County Board Resolution of a *Preliminary* 2022 Levy of \$44,476,078, or an 5.75% increase over the Final 2021 Levy;
- Approval of a *Preliminary* 2022 Annual Budget of \$78,420,261

Following conclusion of the staff update and Board discussion, consideration of the *Preliminary* 2022 Levy and Annual Budget is appropriate, as presented and/or modified at tonight's Meeting, by acting upon the proposed Resolution below:

"Move to Approve by Board Resolution the Chisago County Preliminary 2022 Levy and Annual Budget, as presented [and/or "as modified"] at tonight's meeting; to include:"

A 2022 *Preliminary* County Levy of \$44,476,078

A 2022 *Proposed* Annual Budget with Expenditure of \$78,420,261

Establishment of Wednesday, December 1st, 2021 at 7:00 PM as the date and time required for public review of and comment on the *Proposed* 2022 Annual Budget & *Final* 2022 Levy

Implications of Action: Affirmative Board action will allow the County to approve the *Preliminary* 2022 Levy, as required by state statute, as well as begin preparations to implement the *proposed* 2022 Annual Budget. Additional action is required at a later date to complete the update to the County's

2022 Capital Improvement Program.

Budget/Financial Implications: Tonight's action is to approve the *Preliminary* 2022 Levy, as required by state statute. The County Board may consider further changes to the *Final* 2022 Levy, up to and including the recommended December 1st, 2022 public review and comment. However, the *Final* 2022 Levy cannot be increased beyond the *Preliminary* 2022 Levy approved tonight.

While not statutorily required at this time, adoption of the *proposed* 2022 Annual Budget at tonight's meeting allows the County to begin initial preparations to implement such, starting in early 2022. Increases or decreases to the *proposed* 2022 Annual Budget and adoption of a *Final* 2022 Annual Budget remain at the Board's discretion, subject to certain statutory requirements (such as minimum maintenance requirements for libraries).

Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority, policies and past practices.

Administrator's Recommendation

Approve _____

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

2021 Levy (Excluding LID)	County	42,057,757
2021 Tax Capacity Rate		63.787

Estimated Market Value	\$150,000 Res Homestead	\$250,000 Res Homestead	\$300,000 Res Homestead	\$200,000 Comm/Ind	\$300,000 Comm/Ind	\$500,000 Comm/Ind
2021 Tax	\$805	\$1,501	\$1,848	\$2,073	\$3,349	\$5,900

2022 Tax Capacity	County	70,453,747
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% Increase Excluding LID	5.75%	6.90%	7.33%
County-wide Levy	44,476,078	44,959,742	45,141,409
LID Levy	309,654	309,654	309,654
Total Levy	44,785,732	45,269,396	45,451,063
Tax Capacity Rate - County	63.128%	63.815%	64.072%

2022 County Tax - No Value Increase						
Estimated Market Value	\$150,000 Res Homestead	\$250,000 Res Homestead	\$300,000 Res Homestead	\$200,000 Comm/Ind	\$300,000 Comm/Ind	\$500,000 Comm/Ind
Levy Increase 5.75%	\$797	\$1,485	\$1,829	\$2,052	\$3,314	\$5,839
Annual Inc/Dec	-\$8	-\$16	-\$19	-\$21	-\$35	-\$61
Monthly Impact	-\$0.67	-\$1.33	-\$1.58	-\$1.75	-\$2.92	-\$5.08
Levy Increase 6.9%	\$806	\$1,501	\$1,849	\$2,074	\$3,350	\$5,903
Annual Inc/Dec	\$1	\$0	\$1	\$1	\$1	\$3
Monthly Impact	\$0.08	\$0.00	\$0.08	\$0.08	\$0.08	\$0.25
Levy Increase 7.33%	\$809	\$1,507	\$1,857	\$2,082	\$3,364	\$5,927
Annual Inc/Dec	\$4	\$6	\$9	\$9	\$15	\$27
Monthly Impact	\$0.33	\$0.50	\$0.75	\$0.75	\$1.25	\$2.25

2022 County Tax - Average Value Increase - Residential 7% Commercial Industrial 4%						
Estimated Market Value	\$160,500 Res Homestead	\$267,500 Res Homestead	\$321,000 Res Homestead	\$208,000 Comm/Ind	\$312,000 Comm/Ind	\$520,000 Comm/Ind
Levy Increase 5.75%	\$869	\$1,606	\$1,974	\$2,153	\$3,466	\$6,092
Annual Inc/Dec	\$64	\$105	\$126	\$80	\$117	\$192
Monthly Impact	\$5	\$9	\$11	\$7	\$10	\$16
Levy Increase 6.9%	\$879	\$1,623	\$1,995	\$2,176	\$3,503	\$6,158
Annual Inc/Dec	\$74	\$122	\$147	\$103	\$154	\$258
Monthly Impact	\$6	\$10	\$12	\$9	\$13	\$22
Levy Increase 7.33%	\$882	\$1,630	\$2,003	\$2,185	\$3,518	\$6,183
Annual Inc/Dec	\$77	\$129	\$155	\$112	\$169	\$283
Monthly Impact	\$6	\$11	\$13	\$9	\$14	\$24

*Comparison not include LID

PRELIMINARY LEVY CALCULATION - 2022 BUDGET

Revised 8/23/2021

	2022 Non-Salary Expenditures	2022 Non-Levy Revenues	2021 Non-Salary Expenditures	2021 Non-Levy Revenues	Expenditure Inc/(Dec)	Revenue Inc/(Dec)
Assessor	56,476	-	54,376	-	2,100	-
Auditor-Treasurer	38,150	49,200	44,515	49,200	(6,365)	-
Auditor	70,000	-	70,000	-	-	-
Elections	128,500	12,000	97,390	12,000	31,110	-
Other Gen Govt	1,200,350	1,697,500	1,182,000	2,050,366	18,350	(352,866)
Non-Co Income/Expense	4,700	-	7,000	-	(2,300)	-
Public Safety Bldg	398,360	-	379,302	-	19,058	-
E911	137,000	137,000	137,000	137,000	-	-
Economic Dev	82,000	-	195,180	-	(113,180)	-
Self Ins	300,000	300,000	300,000	300,000	-	-
Debt - Road	2,162,979	38,000	2,177,891	45,000	(14,912)	(7,000)
Debt HHS	276,854	-	277,712	-	(858)	-
Debt Lib	493,238	-	485,153	-	8,085	-
Debt Jail	1,047,729	628,925	1,041,219	628,925	6,510	-
Debt Bus Park	267,862	200,000	268,439	200,000	(577)	-
Debt 800 Mghz	670,520	-	668,078	-	2,442	-
Property Tax - All Funds	-	400,000	-	395,000	-	5,000
AT TOTAL	7,278,242	3,462,625	7,330,879	3,817,491	(52,637)	(354,866)
Board of Commissioners	150,750	-	172,750	-	(22,000)	-
Law Library	30,500	40,000	30,500	40,000	-	-
County Administrator	38,050	7,500	38,450	7,500	(400)	-
Central Services	114,750	12,600	104,750	12,600	10,000	-
Contingency	-	-	-	-	-	-
Historical Society	30,210	-	28,500	-	1,710	-
Library	701,000	-	657,540	-	43,460	-
Agricultural Society	16,000	-	16,000	-	-	-
County Extension	133,500	-	133,500	-	-	-
Soil & Water	718,700	618,700	651,400	566,400	67,300	52,300
Heartland Express	-	-	115,000	-	(115,000)	-
Building Fund - Gen Gov	-	-	-	-	-	-
Capital Equipment	2,531,752	2,531,752	2,531,752	2,531,752	-	-
COUNTY ADMIN TOTAL	4,465,212	3,210,552	4,480,142	3,158,252	(14,930)	52,300
County Attorney	66,600	113,800	69,100	123,800	(2,500)	(10,000)
Co Attorney Forfeiture	-	-	-	-	-	-
CO ATTORNEY TOTAL	66,600	113,800	69,100	123,800	(2,500)	(10,000)
Data Processing	3,794,069	347,568	3,471,424	370,229	322,645	(22,661)
Maintenance	531,520	-	443,020	-	88,500	-
ENTERPRISE SVC TOTAL	4,325,589	347,568	3,914,444	370,229	411,145	(22,661)
District Court	216,500	76,000	216,500	76,000	-	-
Planning & Zoning	278,200	926,043	239,500	921,043	38,700	5,000
Parks	112,150	30,000	102,750	30,000	9,400	-
Water Quality	73,500	32,743	65,100	31,743	8,400	1,000
Wetland Grant	5,000	27,700	5,000	27,700	-	-
Watercraft Inspection	83,999	173,000	84,499	253,837	(500)	(80,837)
Score Grant	250,250	298,760	249,500	303,000	750	(4,240)
HHW Operations	407,610	534,840	520,625	549,756	(113,015)	(14,916)
Park Acquisition & Improvement	1,396,802	1,187,282	401,580	300,570	995,222	886,712
Lake Improvement Dist	308,100	7,500	181,500	7,500	126,600	-
ENVIRONMENTAL SVC TOTAL	2,915,611	3,217,868	1,850,054	2,425,149	1,065,557	792,719
Veterans Svc	32,298	17,500	34,398	19,000	(2,100)	(1,500)
Income Maintenance	788,892	2,267,156	764,658	2,255,900	24,234	11,256
Social Services	4,162,278	4,880,071	4,131,833	4,768,043	30,445	112,028
Collaboratives	-	-	-	-	-	-
Public Health	281,002	1,096,886	316,247	1,075,231	(35,245)	21,655
HHS TOTAL	5,264,470	8,261,613	5,247,136	8,118,174	17,334	143,439
Probation	37,740	354,000	37,740	353,000	-	1,000
Electronic Monitoring	22,000	22,000	22,000	22,000	-	-
Caseload Reduction Grant	-	64,797	-	64,797	-	-
PROBATION TOTAL	59,740	440,797	59,740	439,797	-	1,000
Recorder	16,950	285,000	11,450	253,306	5,500	31,694
Recorder Tech/Compliance	1,500	315,000	29,175	236,775	(27,675)	78,225
RECORDER TOTAL	18,450	600,000	40,625	490,081	(22,175)	109,919
Surveyor	14,050	15,000	14,650	14,500	(600)	500
Hwy Administration	99,200	20,000	112,750	22,616	(13,550)	(2,616)
Hwy Engineering	584,450	1,000	644,450	1,000	(60,000)	-
Hwy Construction	11,350,000	8,825,000	8,600,000	6,275,000	2,750,000	2,550,000
Hwy Maintenance	2,975,800	3,210,000	2,782,000	3,058,000	193,800	152,000
Equip Maintenance/Shop	814,700	10,000	784,950	5,000	29,750	5,000
Traffic Operations	323,000	-	318,000	-	5,000	-
ROAD & BRIDGE TOTAL	16,161,200	12,081,000	13,256,800	9,376,116	2,904,400	2,704,884

	2022 Non-Salary Expenditures	2022 Non-Levy Revenues	2021 Non-Salary Expenditures	2021 Non-Levy Revenues	Expenditure Inc/(Dec)	Revenue Inc/(Dec)
Sheriff	893,850	1,950,460	773,350	1,784,460	120,500	166,000
Driver Awareness	-	-	-	-	-	-
Sheriff Forfeitures	-	-	-	-	-	-
Boat & Water	11,000	32,400	6,000	27,400	5,000	5,000
Sheriff's Reserve	-	-	-	-	-	-
Snowmobile Safety	-	-	-	-	-	-
Gun Permits	-	-	-	-	-	-
Project Lifesaver	-	-	-	-	-	-
Coroner	136,869	-	136,869	-	-	-
County Jail	773,926	123,500	774,326	126,500	(400)	(3,000)
Jail Canteen	-	-	-	-	-	-
Sentence to Serve	76,352	-	71,310	-	5,042	-
Emergency Management	26,500	33,500	61,500	80,500	(35,000)	(47,000)
TOTAL SHERIFF	1,918,497	2,139,860	1,823,355	2,018,860	95,142	121,000

Total Non-Salary Exp/Non-Levy Rev	42,746,587	33,951,683	38,343,151	30,413,949
Salary & Benefits	36,707,294		34,420,459	
	79,453,881	33,951,683	72,763,610	30,413,949

LID

Non-Salary Exp/Non-Levy Rev	308,100	7,500		
Fund Balance		51,135	* Includes use of \$51,135 of fund	
Salary & Benefits	60,189			
	368,289	58,635		
Levy		\$309,654		\$291,904.00
		Increase		Increase
		\$17,750.00		\$32,500.00
		6.08%		12.5%

Excluding LID

Non-Salary Exp/Non-Levy Rev	42,438,487	33,944,183		
Salary & Benefits	36,647,105			
	79,085,592	33,944,183		
Levy - Excluding LID		\$45,141,409		\$42,057,757
		Increase		Increase
		\$3,083,652.00		\$2,720,608.00
		7.33%		6.9%

**Chisago County
Board of Commissioners**

**ADOPTING THE CHISAGO COUNTY
PRELIMINARY BUDGET AND LEVY FOR 2022**

**RESOLUTION NO. 21/0901-X
ADOPTING THE CHISAGO COUNTY
PRELIMINARY BUDGET AND LEVY FOR 2022**

WHEREAS, pursuant to Minn. Stat. Sec. 275.065, the Chisago County Board of Commissioners must certify to the County Auditor the proposed tax levy for taxes; and

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended *Preliminary* Levy for 2021 of \$. an 5.75% increase over the 2021 levy, with overall 2022 expenditures of \$72,735,610;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes Wednesday, December 1st, 2021 at 7:00 PM as the date and time for public review of and comment on the proposed *Final* 2022 Levy and Annual Budget.

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