



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

REGULAR MEETING – Wednesday, September 15, 2021 County Board Room, Room 172

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

Road & Bridge Committee of the Whole:

Discussion

- | | |
|---|-------|
| 1.) County Engineer's Report | TAB 1 |
| 2.) Preliminary Design Services Contract for CSAH 17 Extension Project | TAB 2 |
| 3.) TH 8 Reconstruction Joint Powers Agreement with Mndot Final Design Activities | TAB 3 |

7:00 p.m. Citizen's Forum

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

Board of Commissioners' Consent Agenda:

- | | |
|--|-------|
| 1.) R&B Committee Recommendation – County Engineer's Report | TAB 1 |
| 2.) R&B Committee Recommendation – Prelim. Design Services Contract for CSAH 17 | TAB 2 |
| 3.) R&B Committee Recommendation – TH 8 Reconstruction JPA with Mndot Final Design | TAB 3 |
| 4.) Minutes from the September 1, 2021 Regular Meeting | TAB 4 |
| 5.) Amended Minutes from the August 18, 2021 Regular Meeting | TAB 5 |
| 6.) Payment of County's Warrants and Miscellaneous Bills | TAB 6 |

Environmental Services/Zoning Report – Kurt Schneider, Director

- | | |
|---|--------|
| 7.) Director's Report – Placeholder, Report Handed Out at Meeting | TAB 7 |
| 8.) Draft Ordinance Amendment – Commercial Shooting Ranges | TAB 8 |
| 9.) Zoning & Subdivision Ordinance Consult Bolton & Menk Budget Adjustment Form | TAB 9 |
| 10.) Kevin Haseltine Preliminary Plat "Haseltine Addition" | TAB 10 |
| 11.) Rod and DeAnn Strenke Preliminary Plat "Strenke Addition" | TAB 11 |
| 12.) Checkerboard Park Lutz Property Acquisition - Parks and Trails Council of MN | TAB 12 |
| 13.) Swedish Immigrant Trail "Segment C" / State Park Feasibility Study Report | TAB 13 |
| 14.) Green and South Center Lakes Common Carp Catch Per Unit Effort Survey and Agmt | TAB 14 |

Other Business of the County Board

- | | |
|--|--------|
| 15.) ARP Funded Attorney's Office Provisional Staffing Request | TAB 15 |
| 16.) Prof. Service Agmt. for Radiological Consultation w/ Quality Radiological Consultants | TAB 16 |
| 17.) SHIP Grant Agreement – Lakeside Elementary | TAB 17 |
| 18.) Transportation of Children and Youth in Foster Care Placement | TAB 18 |
| 19.) HRA-EDA Levy and Budget FY 2022 | TAB 19 |
| 20.) County Board Proclamation of Manufacturer's Month | TAB 20 |

Discussion Items:

- | | |
|------------------|-------|
| • Correspondence | CORR. |
|------------------|-------|

- Administrator Updates
- Commissioner Committee Reports

Announce Closed Meeting (M.S. § 13D.05)

- Meetings of the Chisago County Board of Commissioners may be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege. Minn. Stat. §13D.05, Subd. 3. The Meeting will be closed to allow the County Board to discuss with legal counsel strategy related to litigation, *Jacobson v. Duncan and County of Chisago*

Announce Closed Meeting (M.S. § 13D.03)

- Meetings of the Chisago County Board of Commissioners may be closed for labor negotiations strategy. Minn. Stat. §13D.03 Subd. 1. The Meeting will be closed to allow the County Board to discuss strategy regarding the 2022 labor contracts.

Adjourn Meeting of the Board of Commissioners

Citizen's Forum:

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

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

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

***** Notice of Participation via Interactive TV *****

Chisago County Commissioner Chris DuBose will be attending the Chisago County Board of Commissioners Meetings on Wednesday September 15th at 6:30 p.m. via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner DuBose may be seen and heard at the meeting via electronic means and will participate from 407 N. Virginia St., Reno, NV 89501, a location which is open and accessible to the public.



Chisago County Board of Commissioners
September 15, 2021
Board Meeting Agenda



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

Joe Triplett, P.E.
 Director | County Engineer

Ben Hobert, P.E.
 Assistant County Engineer

Paul Gibson, L.S.
 County Surveyor

Bruce Lind
 Maintenance Superintendent

Ben Utech
 Traffic Operations Manager

Barbara Shimmon
 Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: Chisago County Board of Commissioners

FROM: Joe Triplett, P.E.

DATE: September 8, 2021

RE: Public Works Director's Report

Construction Update:

- CSAH 30 – TH 95 to CSAH 10. Complete
- CSAH 4 – CSAH 7 to CSAH 2. Complete
- Pavement Maintenance Mill/Overlay Project. Complete
- CSAH 11 Rut Repair Project. Project to begin week of 9/20

Project Development Update:

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

CSAH 17 Extension Pre-Design Proposal

We have worked out the scope for predesign and environmental activities for the CSAH 17 extension. I will be reaching out to the Township and their engineer for a kick-off meeting soon.

TH 8 Joint Powers Agreement with Mndot

Mndot has written the JPA for the final design work for the Trunk Highway portion of the project. This will allow us to access the funding for designing this part of the project. We have already executed an LRIP agreement for the local system final design work. We have to keep each part separated and tracked so that the appropriate funding source is used on the appropriate part of the system.

We will need to execute another JPA when it comes to the right of way portion of the project.

Washington D.C. Fly-In

I leave next Tuesday for D.C. to participate in the Minnesota Transportation Alliance Fly-In. We will hear from USDOT officials as well as our Minnesota Congressional Delegation. I will meet with our representatives and/or their staffs on Wednesday. House is to vote on the Infrastructure bill by Sept. 27th, so we are going at a good time.

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 2
Title of Item for Consideration: Preliminary Design Services Contract for CSAH 17 Extension Project	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance to begin work on the planning and preliminary design of the CSAH 17 Extension project. Tasks for this preliminary phase include public engagement, agency coordination, data collection, geotechnical investigation, traffic study, EAW preparation, utility coordination, drainage design, right of way identification, preliminary layout/design and cost estimate. Attachment(s): - Proposal - Contract	
Action Requested/Recommended: The County Board is respectfully requested to approve Preliminary Design Services Contract for CSAH 17 Extension Project with SEH, Inc. The following motion is suggested: <i>“Move to approve Preliminary Design Services Contract for CSAH 17 Extension Project with SEH, Inc.”</i>	
Implications of Action: Will allow Public Works to begin work on preliminary design with SEH on the project Budget/Financial Implications: Contract services will be paid from 03-320-6273 Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
Short Elliot Hendrickson, Inc. (S.E.H.) AND CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago by and through Chisago County Public Works Department, located at 31325 Oasis Rd. Center City, MN 55102 (hereinafter County), and Short Elliot Hendrickson, Inc. (S.E.H.) 3535 Vadnais Center Drive), 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, specifically to provide preliminary design, environmental documentation, and associated services for the easterly extension of CSAH 17 project, including CASH 30 to CASH 14 in Lent Township, Chisago County; 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 2, 2021 **or upon the date the final required signature is obtained by County, whichever occurs later**, and shall remain in effect until July 1, 2022 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**
- II. **PARTIES DUTIES.** The PARTIES will:
 - A. **COUNTY DUTIES:** The County agrees to coordinate services and schedules, provide necessary information in the possession of the County, and otherwise reasonably collaborate with and support the Contractor to complete the Scope of Work outlined in the August 19, 2021 letter.
 - B. **CONTRACTOR DUTIES:** The CONTRACTOR agrees to provide services, consistent with the Scope of Work, Schedule, Project Team and Project Fee, outlined in the August 19, 2021 Letter to Joe Triplett, PE, Chisago County Engineer/Public Works Director, which is attached hereto as ATTACHMENT A, and incorporated herein by reference.
- III. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:
 1. **Compensation** of: Two hundred eighty thousand seven hundred dollars and no cents [\$280,700.00]
 2. The **total obligation** of County for all compensation and reimbursable expenses to the CONTRACTOR shall not exceed Two hundred eighty thousand seven hundred dollars and no cents [\$280,700.00]

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for reimbursable expenses, for services performed, and upon 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:

Invoice presented to Chisago County no later than 30 days following fulfilling the duties, rendering the services, and incurring the reimbursable expense. Payment shall be made within 35 days of receipt of the invoice.

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

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

Name: Joe Triplett
Address: 313 North Main Street, Center City, MN 55012
Telephone: (651)213-8708; (651)755-7250 (c)
E-Mail: Joe.Triplett@chisagocounty.us
Fax: (651)213-8772

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

Name: Bob Rogers, Project Manager and/or Chad Setterholm, PE
Address: 3535 Vadnais Center Drive, St. Paul, MN 55110-3507
Telephone: (651)490-2000; (651)276-7136 (dir)
E-Mail: brogers@secinc.com
Fax: (888)908-8166

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. The County may immediately terminate this Contract for cause due to any material breach or violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered up to and prior the termination.

- C. **Termination for Insufficient Funding.** County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.
- C. Notice of Cancellation, termination, or material modification shall be provide by Certified U.S. Mail, facsimile or e-mail to the Authorized Representative.
- VI. **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.
- VII. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. The absence of an immediate or timely enforcement action by one party shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.
- VIII. **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 negligent 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.
- IX. **INSURANCE.**
- A. *Workers' Compensation.* Contractor certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
- B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$500,000 per claim

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

- C. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
- D. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.
- E. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) providing clinical supervision under this Contract. A minimum liability amount of \$1,500,000.00 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned. Contractor agrees to include County as an additional insured.
- F. Insurance coverage by the Contractor in amounts greater than tort liability limits set for municipal corporation, pursuant to Minn. Stat. §466 shall not constitute a waiver of the liability cap(s) available to the County.
- X. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.
- XI. **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 the County. The 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, CLIENT RECORDS, 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. **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.
- XVI. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized to subcontract under this Contract by the County, CONTRACTOR is responsible for

the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

- XVII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VIII, Liability; X, Publicity; XI, Government Data Practices Act; XII, Ownership of Materials and Intellectual Property Rights; XIV, Jurisdiction and Venue; and XV, State Audits.

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

APPROVED:

1. CONTRACTOR: SEH, Inc.

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

Signed:
Title:
Date:

**2. COUNTY OF CHISAGO:
APPROVED**

Signed:
Title: Chair, County Board
Date:

Certified:

Signed:
Title: Clerk to the Board
Date:

Reviewed as to Form:

Signed: 
Title: Chisago County Attorney
Date: 8/26/2021

ATTACHMENT A



Building a Better World
for All of Us[®]

August 19, 2021,

RE: Chisago County
CSAH 17 Easterly Extension Project

Joe Triplett, PE
County Engineer/Director
Chisago County Public Works Department
31325 Oasis Road, Center City, MN 55012
joe.triplett@chisagocounty.us

Dear Mr. Triplett:

Short Elliott Hendrickson Inc. (SEH[®]) thanks you for the opportunity to assist Chisago County with preliminary design and environmental documentation efforts for the easterly extension of CSAH 17 (Athens Trail) from CSAH 30 (Forest Blvd) to CSAH 14 (Lincoln Road) in Lent Township. The project area has been studied in the past for these future improvements. We are excited to again partner with you on this project and look forward to collaborating with you and your staff to continue the development of the transportation improvements. Below you will find our scope of work and key assumptions we have made for this project followed by our fee estimate for the associated tasks.

SCOPE OF WORK

We are proposing the following tasks for this work:

- | | |
|--|---|
| 1. Project Management | 7. Environmental Assessment Worksheet |
| 2. Public Involvement | 8. Utility Identification and Coordination |
| 3. Agency Coordination | 9. Drainage Design |
| 4. Data Collection, Field Survey, Wetland Delineations | 10. Right of Way Identification |
| 5. Geotechnical Investigations and Phase 1
Environmental Site Assessment Update | 11. Preliminary Design/Layout and Cost Estimate |
| 6. Traffic Study | |

The following sections outline the services we will provide based on our understanding of the scope of work previously discussed with Joe Triplett (County Engineer). The proposal includes key assumptions as well as deliverables for each task.

Task 1 - Project Management

Objective:

Proactively manage the project team in accordance with the agreed upon schedule and budget to achieve the successful completion of the preliminary roadway design and environmental review/documentation.

Description:

This task includes day-to-day project management tasks such as: 1) internal/external coordination with staff at Chisago County and SEH; 2) monthly invoicing and progress reporting; 3) preparation and facilitation of regularly scheduled project meetings; and 4) implementation and execution of quality assurance/quality control plan.

Deliverables:

- Monthly invoicing, progress reports and schedule updates (as required)
- Meeting agendas, materials, and minutes

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Task 2 – Public Involvement

Objective:

At the onset of this next phase in the project development process, SEH and Chisago County will develop a Public Involvement Plan (PIP) that defines the strategies and timing of project outreach to the surrounding landowners and other project stakeholders.

Description:

SEH recommends and has include in the scope, two public open house meetings that will be held during the preliminary design and environmental review phase. The first meeting should occur early in the project schedule (fall 2021), while the second open house should be targeted around the time of the EAW publication. The outreach efforts will also include one-on-one or small group property-owner meetings (assume 4 meetings), which will be used to discuss specific project elements (impacts, access, right-of-way) with affected landowners.

Deliverables:

- Draft and Final PIP
- Public meeting materials (graphics, boards, layouts)
- Public meeting summaries
- Property-Owner meeting materials (TBD)

Task 3 – Agency Coordination

Objective:

Provide resource agencies with current project information including project purpose/need, alternatives considered, and potential impacts.

Description:

Based on past experience, SEH and Chisago County acknowledge there are state and federal agencies, including some with permitting authority, that have expressed concerns with the corridor alignment and potential impacts to natural and environmental resources. This task involves early and regular coordination with staff from these agencies (e.g., MNDNR, MPCA, USACE, etc.) to better understand their concerns and provide up-to-date project findings and recommendations.

Deliverables:

- Agency meeting materials (agendas/minutes and handouts/presentation items)

Tasks 4 & 5 – Data Collection, Surveys, Wetlands, Geotechnical Investigations, and Phase 1 ESA Update

Objective:

SEH will further assemble project area information needed to complete the preliminary design and EAW.

Description:

While we recognize property access throughout the study area will be limited, SEH plans to conduct static scans of the intersections at both ends of the corridor and supplement non-accessible areas with high resolution LIDAR mapping data. To verify the scan and collect some additional information, we will conduct a limited conventional topo survey along areas within public road rights of way.

Similarly, a limited number of subsurface/soil borings will be collected within public rights of way. SEH geotechnical staff will review the soil logs and test results along with soil survey information to prepare a memorandum outlining soil parameters and preliminary design recommendations. Because much of the study area is non-accessible and contains widespread wetlands, our understanding of the general soil conditions in the study area will be limited.

An updated Level 1 wetland assessment was completed as part of the 2020 Feasibility Study. This information will be utilized in the preparation of wetland documentation and utilized in coordination efforts with permitting agencies (see Task 3).

A previously prepared Phase 1 ESA for the study area will be reviewed and updated. This task will include a windshield survey of accessible parcels as well as a review of MPCA datasets and spill records.

Deliverables:

- Project area base map, survey data in Chisago County coordinates
- Geotechnical Memorandum
- Wetland Memorandum
- Phase 1 ESA Update/Memorandum

Task 6 – Traffic Study

Objective:

Conduct sufficient traffic analysis to provide geometric recommendations and ICE Report documentation.

Description:

SEH will perform an existing and future traffic operations analysis using historical traffic volumes, StreetLight data, select turning movement counts, and forecasts from the Chisago County Comp Plan. Intersection analyses will be conducted using Synchro/SimTraffic software to identify operational deficiencies and future geometric and/or traffic control changes (all-way stop, roundabouts). An updated crash analysis will be performed on the latest 5-years of crash data from MnCMATv2. Identified operational or safety concerns will be used to advise the preliminary layout.

Deliverables:

- Traffic Study Memorandum

Task 7 – Environmental Review and Documentation

Objective:

Based on the scope of the proposed transportation improvements, anticipated funding, and potential for environmental impacts, it has been determined that a state Environmental Assessment Worksheet (EAW) will be required.

Description:

SEH will prepare a state EAW in accordance with the requirements and guidelines contained in MN Rules Chapter 4410. SEH will perform ongoing coordination with Chisago County and MnDOT State Aid (if necessary) during development, processing, and approval of the EAW. An early agency project review request will be submitted to the MnDNR (Natural Heritage Information System Database Review). In addition, SEH will contact SHPO and USFWS staff to obtain insights on potential historic properties and federal threatened and endangered species, respectively. The EAW will be prepared for County approval. Once approved, SEH will complete the EQB submission and distribution, which will start the mandatory 30-day public/agency review and comment period. Following the comment period, SEH will prepare a Findings of Fact & Conclusions (FOF&C) document that will include responses to all substantive comments received. The Chisago County Board will be requested to accept the findings/recommendations presented in the FOF&C, which will be submitted and distributed in accordance with EQB rules and requirements.

Deliverables:

- Early agency correspondence/data requests
- Draft and Final EAW
- Draft and Final FOF&C

Environmental Review Assumptions:

1. Assumes no detailed historic/cultural resource studies (architectural history and/or archaeology) are required.
2. Assumes no formal threatened/endangered species consultation or special studies (e.g., botanical surveys, wildlife investigations) will be required.
3. Assumes no detailed noise analysis is required.
4. Assumes full wetland delineations will be prepared in later phases of design when property access is allowed.
5. Assumes no Phase II (ESA).

Task 8 – Utility Identification and Coordination

Objective:

Obtain existing utility information for the study area and coordinate with providers on the preliminary design.

Description

SEH understands the importance of coordinating early and often with affected utilities to decrease the potential for design conflicts and/or costly delays during the project development process and construction. Our team will coordinate with the affected utility owners to identify potential impacts and establish options for future utility relocations associated with the new roadway corridor and intersection improvements.

Task 9 – Preliminary Drainage Design

Objective:

Develop a preliminary drainage design for this rural section of CSAH 17.

Description:

SEH's water resources team will work in concert with our roadway designers to develop a preliminary design that is optimized for capacity needs and compatibility with the necessary permanent stormwater treatment facilities. Our team will assess the existing hydraulics and drainage patterns within the project area and determine opportunities, constraints, and appropriate best management practices (BMPs) that will be considered in the preliminary drainage design to address state water quality requirements. The result of the preliminary drainage design will be to identify the preferred locations and general size of stormwater BMP types (ponds) and the overall routing system.

Deliverables:

- Hydraulics Memorandum and preliminary drainage design

Tasks 10 and 11 – Right of Way Identification and Preliminary Design

Objective

Develop a preliminary geometric layout that identifies the needed right of way for a future CSAH 17 extension between CSAH 30 on the west and CSAH 14 on the east.

Description:

The preliminary design and geometric layout task will focus on key design elements and resolution of project issues that affect completion of the preliminary layout. Technical evaluation of the preliminary profile, drainage system, typical section, right-of-way, and utility elements will be needed prior to completing the layout. The preliminary roadway design will meet Chisago County and MnDOT State Aid standards and will be carefully integrated with traffic and drainage design elements. An engineer's preliminary construction cost estimate will also be completed as part of the preliminary layout.

Our team will work diligently early in the design process to establish preliminary construction limits throughout the project area that will be used in the impact assessment required for the EAW. We will then establish the anticipated needs for permanent right-of-way based on the limited survey, geotechnical, and wetland data assumed to be available during this design phase.

Deliverables:

- Preliminary geometric layout, profile, and cross sections (used to identify construction limits and impacts to private properties)
- Provide Engineer's Preliminary Construction Cost Estimate (not including right of way)

SCHEDULE

Below is an anticipated schedule for this project.

Date	Activity
September, 2021	Chisago County approves agreement with SEH
September, 2021	Project Kick-off Meeting
September – November, 2021	Initiate Data Collection (traffic, survey, geotech, etc.)
September – November, 2021	Conduct Open House #1
November, 2021 – January, 2022	Prepare Preliminary Layout/Drainage System
January, 2021	Develop Preliminary Construction Limits

Date	Activity
January – February, 2022	Conduct SEE Impact Assessments
February – March, 2022	Conduct Open House #2
February – May, 2022	Prepare and Process EAW and FOF&C
June, 2022	Refine Preliminary Layout and Identify Right of Way Needs

SEH PROJECT TEAM

The SEH Team includes the following key staff:

1. Bob Rogers will be the Project Manager and will lead the team through the process. Bob will be responsible for delivering the project as he has over 22 years of experience in delivering public infrastructure projects. Brian will also lead the EAW task for this project.
2. Chad Setterholm will continue to be the client liaison and the quality assurance and quality control manager.
3. Kristin Petersen will lead the public involvement task and assist with the preparation of all open house meeting materials (announcements, display boards, etc.).
4. Deric Deuschle will lead the agency coordination and natural resource data collection and documentation. Deric will be supported by SEH's biologists and other natural resource scientists.
5. Theodore Brown will lead the topographic survey for the project and has extensive experience in the survey profession in various capacities and roles.
6. Luke Thompson will lead the geotechnical part of the data acquisition task. Luke has over 16 years of experience as a foundation / geotechnical engineer.
7. Graham Johnson will lead the traffic analysis task of the project. Graham is a senior engineer with over 20 years of specialized experience in traffic engineering, transportation planning.
8. Jeremy Walgrave, with his 21 years of experience in hydraulic/hydrologic design and regulatory compliance will lead the preliminary drainage design.
9. Scott Hotchkin will lead the preliminary roadway design task. He has spent his entire engineering career as a highway designer specializing in preliminary design and roundabout analysis/design.

PROJECT FEE

We anticipate the cost for the services outline in the scope of work to be a not-to-exceed fee of \$280,700; this amount includes reimbursable expenses. We will bill the County monthly for reimbursable expenses and on an hourly basis for labor.

We thank you for choosing SEH to deliver these services and we are committed to delivering them to your complete satisfaction. Please contact me at brogers@sehinc.com or 651.276.7136 if you have any questions about the content of our proposal or SEH's qualifications to successfully complete this project for you. Thank you again for the opportunity to submit this scope of work and fee estimate. We look forward to working on another project in Chisago County!

SHORT ELLIOTT HENDRICKSON INC.

Bob Rogers
Project Manager



Chad Setterholm, PE
Client Service Manager

Enclosure: CSAH 17 Fee Estimate
CSAH 17 Boring Layout

**Chisago CSAH 17 Easterly Extension Preliminary Design and Environmental Review
SEH Team Fee Estimate - August 2021**

SEH

Task	Project Manager/ QA-QC Manager	Senior Engineer	Engineer/Sr. Scientist/Sr. Planner/PLS	Grad Engineer/ Planner/Scientist	Technician/ Administration	Survey Crew Chief	Expenses				Total Hours (SEH)
							File Searches/ Drilling	Equip	Mileage	Reproductions/ Social Media	
1.0 Project Management											
1.1	Administration - Conduct day-to-day project management, administration internal/external coordination, bi-monthly coordination check-in calls with Chisago County PM, monthly invoicing and progress reports. (Assumes 10 month schedule)	60	10	10		20					100
1.2	Project Management Team Meetings - Prepare for and lead monthly PMT meetings with County staff to discuss project status, priorities, schedule and issues. Assumes 12 meetings (6 in-person) with two SEH staff attending.	30	20	10		18			\$240		78
1.3	Quality Assurance and Quality Control - Develop, maintain and actively implement/manage the project QMP.	16									16
Task 1.0 - Hours:		106	30	20	0	38	0				194
2.0 PUBLIC INVOLVEMENT											
2.1	Prepare a Community Engagement Plan that defines the engagement techniques and presents a process that aligns with the preliminary design and environmental review schedule.			4	2						6
2.2	Public Open Houses - Prepare all materials for and conduct two (2) public open houses at strategic points in the pre-design process (assumes three SEH staff). Prepare and post social media ads for each open house and provide meeting summaries.	20		20	40	8					88
2.3	Property Owner Meetings - County will lead efforts associated with property owner and neighborhood meetings (assumes 4 meetings with two SEH staff at each meeting).	12	12	4		4					32
Task 2.0 - Hours:		32	12	28	42	12	0				126
3.0 AGENCY COORDINATION											
3.1	Coordinate with state, regional and local agencies on information related to the CSAH 17 pre-design, environmental review and future permit approvals (assumes 10 meetings with 2 SEH staff).	20	20		20	8			\$270		68
Task 3.0 - Hours:		20	20	0	20	8	0				68
4.0 DATA COLLECTION, FIELD SURVEY, WETLAND DELINEATIONS											
4.1	Topographic Survey - Complete survey for the corridor identified in in the Phase 1 Feasibility Study (see Attachment A).					100		\$3,695	\$209		100
4.2	Natural Resources - Conduct an update of the Natural Resource Information System (NHIS) data through the MNDNR. Complete assessments for vegetation/cover types, geology/solis, visual, and air quality/green house gas analysis. Level 1 wetland delineations from the Feasibility Study will be used during the pre-design and environmental review. Level 2 wetland delineations will be needed during future project phases (final design and permitting).	4		8	30						42
Task 4.0 - Hours:		4	0	8	30	0	100				142

Chisago CSAH 17 Easterly Extension Preliminary Design and Environmental Review
SEH Team Fee Estimate - August 2021

Task	Project Manager/ QA-QC Manager	Senior Engineer	Engineer/Sr. Scientist/Sr. Planner/PLS	Grad Engineer/ Planner/S scientist	Technician/ Administration	Survey Crew Chief	Expenses				Total Hours (SEH)
							File Searches/ Drilling	Equip	Mileage	Reproductions/ Social Media	
5.0 GEOTECHNICAL FIELD INVESTIGATION AND PHASE 1 ENVIRONMENTAL SITE ASSESSMENT											
5.1	Perform review of existing soils information and subsurface investigations in accordance with MnDOT State Aid requirements. Develop geotechnical drilling/testing scope and conduct up to 11 standard penetration tests (SPTs) and laboratory testing (with soil logs) according to MnDOT's Pavement and Geotechnical Manual. Provide geotechnical recommendations for new roadway alignment. <i>Additional soil borings will likely be required during final design for areas/properties that are currently not accessible or if unsuitable soils are encountered.</i>	8	72			2					82
5.4	Contaminated Properties - Conduct an update to the previously prepared Limited Phase 1 ESA. Provide recommendations for the need to perform Phase 2 investigations (soil testing and lab analysis). <i>Phase 2 investigations may be needed during final design for areas/properties that are currently not accessible.</i>	2	8	36		2					48
Task 5.0 - Hours:		10	80	36	0	4	0				130
6.0 TRAFFIC STUDY											
6.1	Data Collection - Conduct field observations and 24-hour intersection counts at up to 4 intersections			40				\$100	\$75		40
6.2	StreetLight Analysis - (assumes access to County license) - Conduct Origin-Destination (OD) analysis to understand current patterns east of I-35. Conduct supplemental spot intersection turning movement analysis at up to 5 intersections and compare data to recent ADT count information.	2	20	20							42
6.3	Existing Volumes - Develop existing volume database, with comparison of field count data, historical daily counts, and to StreetLight data, includes traffic rerouting.		10	20							30
6.4	Future Forecast Volumes - Develop 2040 traffic forecasts based on Chisago County Comp Plan and historical daily traffic volumes (<i>the use of the Twin Cities Regional Travel Demand Model would require sub-consultant HFTE</i>).		4	4							8
6.5	Crash History - Perform crash analysis on latest five years of historical crash data provided by the County or from MnCMATv2.		2	8							10
6.6	Traffic Operations Intersection Analysis - Synchro/SimTraffic (v11): Existing conditions and 2040 No Build analysis.		4	16							20
6.7	Traffic Operations Intersection Analysis - Future mitigation analysis including warrant analysis, volume rerouting, geometry, and traffic control changes.		4	16							20
6.8	Traffic Operations Freeway Analysis - Highway Capacity Software (HCS7): Existing and future 2040 No Build and Build analysis to check merge and diverge locations at CSAH 17 and I-35E.		2	6							8
6.9	Documentation - SEH proposes a comprehensive traffic memo to include all intersections including existing and future conditions, safety analysis and any recommended changes to access, intersection geometry and/or traffic control.	4	12	20		4					40
Task 6.0 - Hours:		6	58	110	40	4	0				218

Chisago CSAH 17 Easterly Extension Preliminary Design and Environmental Review
SEH Team Fee Estimate - August 2021

Task	Project Manager/ QA-QC Manager	Senior Engineer	Engineer/Sr. Scientist/Sr. Planner/PLS	Grad Engineer/ Planner/Scientist	Technician/ Administration	Survey Crew Chief	Expenses				Total Hours (SEH)
							File Searches/ Drilling	Equip	Mileage	Reproductions/ Social Media	
7.0 ENVIRONMENTAL ASSESSMENT WORKSHEET (EAW)											
7.1 EAW preparation and coordination	12	2	20	80	6						120
7.2 EAW publication, distribution and Findings of Fact & Conclusion	2		4	24							30
Task 7.0 - Hours:	14	2	24	104	6	0					150
8.0 UTILITY IDENTIFICATION AND COORDINATION											
8.1 Private Utility Investigation - Perform preliminary utility identification and coordination as outlined in the County utility procedures.				8	8						16
8.2 Final Utility Investigation - Perform final utility identification and coordination as outlined in the County utility procedures, including Gopher State field locate requests. (Includes Utility Coord. Meeting)		4		8	16			\$58			28
Task 8.0 - Hours:	0	4	0	16	24	0					44
9.0 DRAINAGE DESIGN											
9.1 Water Resources Data Collection		2	6	16	6						30
9.2 Hydrologic and Hydraulic Evaluation of Existing Conditions		2	8	30	4						44
9.3 Review roadway typical sections and profile		2	4	16							22
9.4 Stormwater conveyance system design / culvert and waterway crossing sizing		4	16	40	40						100
9.5 Siting and design of permanent BMPs / Right of way Estimation		2	8	40	60						110
9.6 Permitting Review		2	10	20	4						36
9.7 Water Resources Technical Report - Compile a stand alone water resource technical report that addresses water quality, water quantity, wetland issues, floodplain issues, and overall project permitting.		4	12	16	16						48
Task 9.0 - Hours:	0	18	64	178	130	0					390
10.0 RIGHT-OF-WAY IDENTIFICATION											
10.1 Right-of-Way Identification - Identify and map required right-of-way. Develop one set of permanent and temporary easements and utility easements based on geometrics, construction limits and other needs. Develop right-of-way cost estimates for each parcel and entire corridor using a spreadsheet provided by the County.		4		8	12						24
Task 10.0 - Hours:	0	4	0	8	12	0					24
11.0 PRELIMINARY LAYOUT											
11.1 Document project design criteria and standards in accordance with MnDOT state-aid guidance.		4		8							12
11.2 Corridor Design - Complete 30% preliminary layout and construction limits, alignment plan layout and tabulations, in-place topography (based on existing lidar and limited survey availability), utility and right-of-way, construction plan layout, roadway profile, drainage plan and cross-section sheets.		80		300	220			\$75			600
11.3 Preliminary Cost Estimate		6		20	8						34
Task 11.0 - Hours:	0	90	0	328	228	0					646
SEH TOTAL PROJECT HOURS	192	318	290	766	466	100					2132
SEH TOTAL PROJECT EXPENSES							\$0	\$3,795	\$927	\$0	
SEH Labor Total \$268,478											
Historic Properties Review (Streamline Assoc.) \$7,500											
SEH Total Direct Expenses (includes NTI drilling costs) \$4,722											
TOTAL FEE \$280,700											

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 3
Title of Item for Consideration: TH 8 Reconstruction Joint Powers Agreement with Mndot Final Design Activities	
Action Requested by: Joe Triplett, P.E.	Department: Chisago County Public Works
Previous Action on this Matter: Award of design services contract to SRF Consulting at July 7 th , 2021, meeting.	
Background: Chisago County was awarded \$2M in funding from the Minnesota Legislature's 2020 special session to help the County fund the design of the TH 8 Reconstruction project. This funding is trunk highway bonds. This final design phase for the trunk highway portion of the project will be funded from this source. For the County to access the bond funding, Mndot Contract No. 1047720 must be executed. Attachment(s): - Mndot Contract No. 1047702 - Resolution	
Action Requested/Recommended: The County Board is respectfully requested to approve Mndot Contract No. 1047720 so the County can access the trunk highway bonds. The following motion is suggested: <i>"Move to approve Mndot Contract No. 1047720 so the County can access the trunk highway bonds."</i>	
Implications of Action: Board approval at tonight's meeting will allow County to access bond funding. Budget/Financial Implications: The project is funded with Trunk Highway bond funds from the MN Legislature. 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 _____

**MINNESOTA DEPARTMENT OF TRANSPORTATION
JOINT POWERS CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

State Project Number (SP): 1308-29

Trunk Highway Number (TH): 8

Project Identification: Final Design, US Hwy 8 in Chisago County

This contract is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Chisago County acting through its, BOARD OF COMMISSIONERS ("Governmental Unit").

Recitals

1. Minnesota Statutes §15.061 authorizes State to engage such assistance as deemed necessary.
2. Minnesota Statutes §471.59 authorizes State and Governmental Unit to enter into this contract.
3. State is in need of final design deliverables for US Highway 8 in Chisago County from I35 to Karmel Ave.
4. Governmental Unit represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of State.

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits

- 1.1. **Effective Date:** This contract will be effective on the date State obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2. The Governmental Unit must not begin work under this contract until this contract has been fully executed and the Governmental Unit has been notified by State's Authorized Representative to begin work.
- 1.2. **Expiration Date:** This contract will expire on **November 30, 2023**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 6. Indemnification; 7. State Audits; 8. Government Data Practices; 9. Intellectual Property Rights; and 10. Venue.
- 1.4. **Exhibits:** Exhibits A through E are attached and incorporated into this contract.

2. Scope of Work and Deliverables

- 2.1. The Governmental Unit will complete the duties and provide the deliverables listed in Exhibit A.

3. Payment

- 3.1. **Consideration.** State will pay for all services performed by the Governmental Unit under this contract as follows:
 - 3.1.1. **Compensation.** State will pay the Governmental Unit on an Actual Cost basis according to the costs shown in Exhibit B.
 - 3.1.2. **Budget Details.** See Exhibit B for Budget Details on Governmental Unit and its subcontractors.
 - 3.1.3. **Direct Costs.** Allowable direct costs include project specific costs listed in Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by State's Project Manager prior to expenditure.
 - 3.1.4. **Travel Expenses.** The Governmental Unit will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota

Department of Transportation Travel Regulations.” The Governmental Unit will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from State for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is “out of state.” See Exhibit C for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

- 3.1.5. **Total Obligation.** The total obligation of State for all compensation and reimbursements to the Governmental Unit will not exceed **\$1,679,420.47**.

3.2. Terms of Payment

- 3.2.1. **Invoices.** The Governmental Unit must submit invoices electronically for payment, using the format set forth in Exhibit D. The Governmental Unit will submit invoices for payment on a monthly basis.
- 3.2.2. **Progress Reports.** The Governmental Unit must submit a monthly progress report, using the format set forth in Exhibit E showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.
- 3.2.3. **State’s Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving the Governmental Unit’s invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify the Governmental Unit within 10 days of discovering the error. After State receives the corrected invoice, State will pay the Governmental Unit within 30 days of receipt of such invoice. State reserves the right to audit all invoices, at State’s discretion.
- 3.2.4. **Invoice Package Submittal.** The Governmental Unit must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to State’s Consultant Services Section, at govinvoicedot@state.mn.us. Invoices will not be considered “received” within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State’s Consultant Services Section.
- i. Each invoice must contain the following information: MnDOT contract Number, the Governmental Unit invoice number (sequentially numbered), the Governmental Unit billing and remittance address, if different from business address, and the Governmental Unit signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
 - ii. Except for Lump Sum contracts, direct nonsalary costs allocable to the work under this contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of the Governmental Unit. Supporting documentation must be provided in a manner that corresponds to each direct cost.
 - iii. Except for Lump Sum contracts, the Governmental Unit must provide, upon request of State’s Authorized Representative, the following supporting documentation:
 - iv. Direct salary costs of employees’ time directly chargeable for the services performed under this contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
 - v. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee’s name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.
- 3.2.5. **Federal funds.** If federal funds are used, the Governmental Unit is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for

any requirements imposed by the Governmental Unit's failure to comply with federal requirements.

4. Authorized Representatives

4.1. State's Authorized Representative will be:

Name: Lenny Traxler
Address: Minnesota Department of Transportation
1500 West County Road B2
Roseville, MN 55113
Telephone: 651-234-7688
E-Mail: lenny.traxler@state.mn.us

State's Authorized Representative, or his/her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this contract.

4.2. State's Project Manager will be:

Name: Dmitry Tomasevich
Address: Minnesota Department of Transportation
1500 West County Road B2
Roseville, MN 55113
Telephone: 651-245-4406
E-Mail: dmitry.tomasevich@state.mn.us

State's Project Manager, or his/her successor, has the responsibility to monitor Contractor's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each invoice submitted for payment.

4.3. The Governmental Unit's Authorized Representative will be:

Name: Joe Triplet
Address: 313 N Main Street #274
Center City, MN 55012
Telephone: 651-213-8708
E-Mail: joe.triplet@cityofminneapolis.gov

5. Assignment, Amendments, Waiver, Contract Complete, and Electronic Records and Signatures

- 5.1. **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 5.2. **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 5.3. **Waiver.** If State fails to enforce any provision of this contract, that failure does not waive the provision or its right to subsequently enforce it
- 5.4. **Contract Complete.** This contract contains all negotiations and contracts between State and the Governmental Unit. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
- 5.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

6. Indemnification

- 6.1. In the performance of this contract by the Governmental Unit, or the Governmental Unit's agents or employees, and to the extent permitted by law, the Governmental Unit must indemnify, save, and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by the Governmental Unit's: 1) intentional, willful, or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for State's failure to fulfill its obligation pursuant to this contract.

7. State Audits

- 7.1. Under Minnesota Statutes §16C.05, subdivision 5, the Governmental Unit's books, records, documents and accounting procedures and practices relevant to this contract are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

8. Government Data Practices

- 8.1. The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Governmental Unit under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or State.

9. Intellectual Property Rights

- 9.1. **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this contract. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the Governmental Unit, its employees, agents and subcontractors, either individually or jointly with others in the performance of this contract. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by the Governmental Unit, its employees, agents or subcontractors, in the performance of this contract. The Documents will be the exclusive property of State and the Governmental Unit upon completion or cancellation of this contract must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Governmental Unit assigns all right, title and interest it may have in the Works and the Documents to State. The Governmental Unit must, at the request of State, execute all papers and perform all other acts necessary to transfer or record State's ownership interest in the Works and Documents

9.2. Obligations

- 9.2.1. **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Governmental Unit, including its employees and subcontractors, in the performance of this contract, the Governmental Unit will immediately give State's Authorized Representative written notice thereof, and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.
- 9.2.2. **Representation.** The Governmental Unit must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State, and that neither the Governmental Unit, nor its employees, agents nor subcontractors

retain any interest in and to the Works and Documents. The Governmental Unit represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 6, the Governmental Unit will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless State, at the Governmental Units expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit's or State's opinion is likely to arise, the Governmental Unit must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

10. Venue

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

11. Termination; Suspension

- 11.1. **Termination.** State or the Commissioner of Administration may terminate this contract at any time, with or without cause. Upon termination, Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 11.2. **Termination for Insufficient Funding.** State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide the Governmental Unit notice of the lack of funding within a reasonable time of State's receiving that notice.
- 11.3. **Suspension.** State may immediately suspend this contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by the Governmental Unit during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

12. E-Verify Certification (In accordance with Minnesota Statutes §16C.075).

- 12.1. For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of State, the Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <https://www.dhs.gov/e-verify/docs/subcontractor-certification-form>. All subcontractor certifications must be kept on file with the Governmental Unit and made available to State upon request.

13. Plain Language; Accessibility Standards

- 13.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, the Governmental Unit must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand

the first time they read or hear it. To achieve that, the Governmental Unit will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

13.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, the Governmental Unit agrees to comply with the State of Minnesota's Accessibility Standard (https://mn.gov/mnrit/assets/2001_State_Accessibility_Standard-01535.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. The Governmental Unit's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, the Governmental Unit will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

14. Subcontractor Reporting

14.1. The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of this contract may exceed \$500,000.00, including all extension options, the Governmental Unit must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, the Governmental Unit will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

15. Title VI/Non-discrimination Assurances.

15.1. The Governmental Unit agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DV/RegulSet/download?docid=11119035. The Governmental Unit will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Governmental Unit's compliance with this provision. The Governmental Unit must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the Governmental Unit's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

16. Additional Provisions

None.

STATE ENCUMBRANCE VERIFICATION

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

Signed:

Date:

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed:

Title:

Date:

GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) have executed the contract on behalf of Governmental Unit as required by applicable resolutions, ordinances or charter provisions.

Signed: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

Reviewed and Approved as to form:

JANET REITER, CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge, Assistant County Attorney
Date: August 31, 2021

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Scope Overview

The goal of this project is to develop a biddable final plan-set and special provisions for State Project SP 1308-29, Trunk Highway (TH) 8 from I-35 in Forest Lake, Minnesota to Karmel Ave in Chisago City, Minnesota

Project Steps or Phases

- A. Provide Project Management and support for Public/State involvement.
- B. Provide supplemental environmental services.
- C. Provide geotechnical explorations and reporting.
- D. Provide roadway and drainage design plans, specifications and estimates submittals at 60%, 90% and 100%.
- E. Design three new permanent traffic signals at TH 8 intersections with Greenway, County State Aid Highway (CSAH) 23 and County State Aid Highway 36.
- F. Design one signal revision (loop detector replacements and Americans with Disabilities Act (ADA) upgrades) at TH 61/TH 8 North Ramps intersection.
- G. Design one single-lane Roundabout at the intersection of Karmel and TH 8.
- H. Permanent signing design will include square tube sign structures for all new or reconstructed roadways.
- I. Design permanent pavement markings.
- J. Design work zone traffic control, including signing for detour on TH 97 and TH 95.
- K. Develop a basic Traffic Management Plan (without traffic analysis/modeling).
- L. Design for relocation of existing utility and communication devices that are impacted by construction.
- M. Prepare permit applications, assist with all submittals and coordination necessary to secure drainage, wetland, and construction permits needed for the project.
- N. This scope of work covers State Aid, Federal Aid and Cooperative Agreement review and approval process for plan and cooperative agreement submittal requirements.

Task 1.0 Project Management (Source Type 1010)

Under this Task Governmental Unit will:

- 1.1 Prepare, maintain and periodically review the project schedule with the State Project Manager.
- 1.2 Perform internal project management including, work-planning, Quality Assurance/Quality Control, and regular progress meetings.
- 1.3 Document project coordination, communication and correspondence with public agencies, sub-contractors and other regulatory and review agencies.
- 1.4 Review project budget and prepare monthly invoices and progress reports.
- 1.5 Prepare and distribute project communication documentation, including printing/packaging of deliverables at project milestones.
- 1.6 Maintain the Project webpage and provide periodic updates that may include graphics in .PDF format and written updates at project milestones.
- 1.7 Governmental Unit Deliverables:
 - 1.7.1 Project invoices and status reports (monthly)

- 1.7.2 Agendas distributed at least one week prior to meeting
- 1.7.3 Minutes distributed within five working days of meeting
- 1.7.4 Regularly updated project schedules
- 1.7.5 Display maps and graphics
- 1.7.6 Copies of pertinent correspondence
- 1.7.7 Project website updates and graphics

Task 2.0 Public and Customer Engagement (Source Type 0034)

Under this Task Governmental Unit will:

- 2.1 Update public involvement plan previously adopted for the project.
- 2.2 Prepare for and conduct up to 18 Project Management Team (PMT) Meetings. Includes preparation of meeting materials (handouts and displays), verbal presentations, meeting agenda and meeting minutes.
- 2.3 Prepare for and conduct up to 4 Technical Agency Coordination (TAC) w/State Functional Groups. Meetings will be held at State's Waters Edge. Includes preparation of meeting materials (handouts and displays), verbal presentations if desired (includes simple and brief PowerPoint presentations), meeting agenda and meeting summaries.
- 2.4 Prepare for and conduct up to 3 Public Open Houses (includes Public Hearing for Environmental Assessments (EA) and Pre-Construction). Task includes preparation of meeting materials (handouts and displays), verbal presentations if desired (includes simple and brief PowerPoint presentations), meeting agenda and meeting summaries.
- 2.5 Prepare up to two project newsletter updates for distribution including graphical layout, printing and distribution. Each newsletter will be reviewed once by State and revised if needed.
- 2.6 Assign a dedicated communications consultant to handle media needs such as coordinating media interviews, news releases, social media, etc.
- 2.7 Governmental Unit Deliverables:
 - 2.7.1 Updated Public Involvement Plan and associated materials
 - 2.7.2 Project Documentation and copies of materials
 - 2.7.3 Project Newsletters and communications

Task 3.0 Final Design Survey (Source Type 1040)

Under this Task Governmental Unit will:

- 3.1 Obtain additional existing data not previously obtained during preliminary design including match points, underground public utility elevations, as-built roadway plans, and electronic files for other proposed projects in the area.
- 3.2 Locate additional soil borings as needed and plot in plan view. Coordinate with Geotechnical Contractor and review updated geotechnical evaluation report.
- 3.3 Governmental Unit Deliverables:
 - 3.3.1 Gopher One Call and Utility Coordination Documentation
 - 3.3.2 Topographic design file and survey data

Task 4.0 Geometric Layout (Source Type 1140)

Under this Task Governmental Unit will:

- 4.1 Follow up on any changes or comments from State that affect the Level V 1 Staff Approved Layout (initially submitted during the preliminary design phase). Document comments and responses in a log. Follow up approval from State is required if changes are made.
- 4.2 Compute final horizontal alignment for all roadways within the project limits.
- 4.3 Compute final vertical alignment for all roadways within the project limits.
- 4.4 Develop and compute final roadway super elevation requirements and/or pavement transitions as necessary.
- 4.5 Develop final typical roadway sections for all roadways including pavement sections, median, shoulders, walkway, in slopes, back slopes and ditches.
- 4.6 Develop final model, cross-sections, and contours sufficient to determine drainage areas, construction limits and final profile grades.
- 4.7 Finalize existing and proposed right-of-way. Identify permanent easements, temporary easements based on preliminary roadway geometry and construction limits.
- 4.8 Prepare right-of-way and easement layout and/or exhibits. Layout to include alignments, offsets, and proposed right-of-way (R/W) & easement limits.
- 4.9 Locate soil borings in profile and cross-sectional view as needed.
- 4.10 Perform and integrate pavement design recommendations per alignment.

- 4.11 Coordinate the relocation of public utilities affected by roadway construction or plans for new extensions.
- 4.12 Analyze and incorporate private development access points.
- 4.13 Analyze and prepare layout for guardrail and barrier installations.
- 4.14 Develop contract pay items and funding breakdowns.
- 4.15 Compute and check contract pay item quantities.
- 4.16 Prepare Preliminary Engineer's Estimate of Cost including all estimates for funding breakdowns and cost participation.
- 4.17 Governmental Unit Deliverables:
 - 4.17.1 Level 1 Staff Approved Layout
 - 4.17.2 Final geometrics, alignments, profiles, typical sections, pavement structure, and cross sections
 - 4.17.3 Guardrail/Barrier Layout
 - 4.17.4 Preliminary Cost Estimate

Task 5.0 Hydraulic Design (Source Type 1141)

Under this Task Governmental Unit will:

- 5.1 Collect and review additional drainage data for the corridor. Update design criteria document and regulatory matrix as needed and submit to State for review. Includes one field walk by Water Resources staff.
- 5.2 Coordinate with State preservation project drainage work. State will provide pipe and structure conditions and determine corrective actions for existing features.
- 5.3 Perform catch basin spacing and storm sewer design for urban roadways.
- 5.4 Review staging plans and identify temporary drainage features required that affect construction limits.
- 5.5 Review cross-sections for impacts to drainage and construction limits. Recommend revisions to special ditch grades if necessary.
- 5.6 Assemble final drainage plans and tabulation/profile plans.

- 5.7 Provide temporary drainage for construction staging plans, including drafting all tabulation and profile sheets required for temporary drainage features.
- 5.8 Provide plans and special provisions for any dewatering or temporary bypasses related to culvert construction.
- 5.9 Update HydroCAD models with the final pond configurations for use in design and watershed permit applications.
- 5.10 Prepare drainage-related data for contract special provisions as required.
- 5.11 Analysis, risk assessment, and hydraulic memo for major culvert crossings. Assume up to five culverts over 48-inches.
- 5.12 Prepare stormwater-related Statement of Estimated Quantities (SEQ) and cost estimate.
- 5.13 Prepare computation submittal packages and electronic files, including design computations, HydroCAD models, drainage area maps, and a regulatory matrix as needed for review of the project.
- 5.14 Identify floodplain impacts and coordinate with Governmental Unit and Watershed District staff to identify potential compensatory storage mitigation sites.
- 5.15 Governmental Unit Deliverables:
 - 5.15.1 Design Computations and Models
 - 5.15.2 Final Drainage Overview Map
 - 5.15.3 Final Drainage Plans (profiles and tabulation on the same sheet) including Drainage Special Provisions and Estimates
 - 5.15.4 Correspondence with regulatory agencies
 - 5.15.5 Regulatory Matrix

Task 6.0 Signal Design and Estimate (PS&E)

Under this Task Governmental Unit will:

- 6.1 Traffic Signal Design, Special Provisions and Engineer's Estimate (PS&E):
 - 6.1.1 Perform a field review of existing conditions.
 - 6.1.2 Arrange and attend a meeting with the local power company to establish a source of power location for each of the three proposed new permanent traffic signals.

- 6.1.3 Design and prepare draft plans, PS&E for new full-traffic-actuated traffic control signal systems at the intersections of TH 8 with Greenway, CSAH 23 and CSAH 36, and for a revision of the existing signal at TH 61 and the TH 8 North Ramps. Tie in place trunk fiber optic cable into new signal controller cabinets with fiber pigtails. Submit draft PS&E at 60% and 90% completion for State review.
- 6.1.4 Design and prepare draft plans, PS&E for construction temporary traffic signals at the intersections of TH 8 with Greenway, CSAH 23 and CSAH 36. Two temporary signal plans will be needed for each intersection (two major construction stages). Submit draft PS&E at 60% and 90% completion for State review.
- 6.1.5 Address State review comments. Submit final signed traffic signal plans, PS&E as part of the final PS&E package.
- 6.2 Governmental Unit Deliverables:
 - 6.2.1 Draft and Final Permanent Traffic Signal Plans, Special Provisions and Estimate
 - 6.2.2 Draft and Final Construction Temporary Traffic Signal Plans, Special Provisions and Estimate

Task 7.0 Traffic Control Design Plans (Source Type L254)

Under this Task Governmental Unit will:

- 7.1 Develop an Enhanced Transportation Management Plan (TMP) incorporating traffic analysis/modeling already performed in preliminary design, consistent with State TMP requirements. Prepare and submit draft TMP. Address review comments; submit final signed TMP.
- 7.2 Prepare Work Zone Traffic Control Design, Plans, PS&E. Includes traffic control plans consistent with construction staging, and detour signing plans for a thru traffic detour following TH 97 and TH 95, and a local detour to allow for east end construction between Little Green Lake and Lake Ellen.
 - 7.2.1 Prepare draft work zone traffic control and detour plans, PS&E complete with a State-style staging narrative and quantity tabulations by stage. Submit draft PS&E at 60% and 90% completion for State review.
 - 7.2.2 Address State review comments. Submit final signed plans, special provisions and estimate as part of the final PS&E package.
- 7.3 Governmental Unit Deliverables:

- 7.3.1 Draft and Final Work Zone Traffic Control and Detour Plans, Special Provisions and Estimate
- 7.3.2 Draft and Final Transportation Management Plan

Task 8.0 Signing/Pavement Marking Plans (Source Type 1255)

Under this Task Governmental Unit will:

8.1 Signing Design, PS&E:

- 8.1.1 Perform field inventory of existing signing. Develop existing signing plan.
- 8.1.2 Design new permanent signing to current State standards along portions of corridor being reconstructed and along new local roads. Design signing beyond construction limits as necessary. Prepare draft plans, special provisions and engineer's estimate (PS&E) at 60% and 90% completion for State review.
- 8.1.3 Address State review comments. Submit final signed signing plans, special provisions and engineer's estimate as part of the final PS&E package.

8.2 Pavement Markings Design, PS&E:

- 8.2.1 Design new permanent pavement markings along portions of corridor being reconstructed, new road segments, and mill and overlay segments, ensuring that new pavement markings tie into existing markings at project limits. Prepare draft plans, PS&E at 60% and 90% completion for State review.
- 8.2.2 Address State review comments. Submit final signed pavement marking plans, special provisions and engineer's estimate as part of the final PS&E package.

8.3 Governmental Unit Deliverables:

- 8.3.1 Draft and Final Signing Plans, Special Provisions and Estimate
- 8.3.2 Draft and Final Pavement Marking Plans, Special Provisions and Estimate

Task 9.0 Intelligent Transportation Systems (ITS) Plans (Source Type 1255)

Under this Task Governmental Unit will:

9.1 Intelligent Transportation Systems (ITS) Design, PS&E:

- 9.1.1 Perform a field review of existing conditions.

Exhibit A – Specifications, Duties, and Scope of Work

- 9.1.2 Design and prepare draft plans, PS&E) for ITS devices that will need to be relocated due to construction impacts (see assumptions for included devices). Submit draft PS&E at 60% and 90% completion for State review.
- 9.1.3 Address State review comments. Submit final signed traffic signal plans, special provisions and engineer's estimate as part of the final PS&E package.
- 9.2 Governmental Unit Deliverables:
 - 9.2.1 Draft and Final ITS Plans, Special Provisions and Estimate

Task 10.0 Environmental Permit Actv (Source Type 1072)

Under this Task Governmental Unit will prepare permit applications for:

- 10.1 Comfort Lake Forest Lake Watershed District:
 - 10.1.1 Prepare and coordinate all technical data and assemble drawings as required by the District. Prepare permit application and provide to State in a signature-ready format.
 - 10.1.2 Two one-hour virtual meetings with two staff.
 - 10.1.3 Ongoing coordination via email and phone.
- 10.2 National Pollutant Discharge Elimination System (NPDES) documentation & Stormwater Pollution Prevention Plan (SWPPP):
 - 10.2.1 Prepare on-line permit application.
 - 10.2.2 Prepare SWPPP, plan sheets and supporting computations for submittal and review to the Minnesota Pollution Control Agency (MPCA). State will supply the SWPPP Template. Over 50 acres of disturbance and drains to an impaired water. Includes two one-hour virtual meetings with two staff.
- 10.3 Department of Natural Resources (DNR) Permit and Coordination:
 - 10.3.1 Prepare on-line Water Permitting and Reporting System (MPARS) permit.
 - 10.3.2 Two one-hour virtual meetings with two staff.
 - 10.3.3 On-going coordination via email and phone.
- 10.4 Section 404/Wetland Conservation Act (WCA) Joint Notification:
 - 10.4.1 Determine wetland impacts for cut and fill and permanent and temporary wetland impacts.

- 10.4.2 Prepare and coordinate all technical data and assemble drawings as required by the application. Prepare permit application and provide to State in a signature-ready format.
- 10.4.3 Attend one WCA/Section 404 pre-permitting with United States Army Corps of Engineers (USACE) and members of the Technical Evaluation Panel (TEP).
- 10.4.4 Ongoing coordination as required, including coordination members of the technical evaluation panel (TEP) and USACE as necessary.
- 10.5 Wetland Mitigation:
 - 10.5.1 Locate suitable wetland mitigation credits for wetland impacts not covered through Minnesota Board of Water & Soil Resources (BWSR) local road replacement program.
 - 10.5.2 Obtain Purchase Agreement(s) from wetland mitigation bank manager(s).
 - 10.5.3 Obtain Bill of Sale(s) of Wetland Banking Credits from wetland mitigation bank manager(s).
 - 10.5.4 Prepare documentation for use of BWSR local road replacement program credits (figures and description of impacts resulting from meeting state/federal design or safety standards/requirements).
 - 10.5.5 Coordinate local road replacement program credit withdrawal with WCA local government unit (LGU) and BWSR.
- 10.6 State Permits:
 - 10.6.1 Obtain required State permits to allow work to be performed within State R/W.
- 10.7 Governmental Unit Deliverables:
 - 10.7.1 Permit applications and approved permits

11.0.0 Retaining Wall Design (10.1.3.1.0 - 10.1.3.1.1)

Under this Task Governmental Unit will:

- 11.1 Produce 60% Retaining Wall Plans:
 - 11.1.1 Evaluate cast-in-place and mechanically stabilized earth walls (MSE). Maximum length is 500 foot long wall with a maximum height of 15 feet. No Wall Aesthetics are included.
 - 11.1.2 Prepare a 60% Retaining Wall Plan that consists of general plan and elevation of the proposed retaining wall. Plan shall contain geometric information, existing and proposed utilities, design data and staging information.

- 11.1.3 Prepare 60% Retaining Wall Cost Estimate.
- 11.2 Produce Final Retaining Wall Design, Plans, Cost Estimate and Special Provisions:
 - 11.2.1 Perform final structural design of Cast-in-Place (CIP) concrete retaining wall. Prepare final plans, details, specifications and cost estimates.
 - 11.2.2 Special Provisions - Division SB.
 - 11.2.3 Cost Estimate - Provide estimates at 30%, 60%, 90% and 100%.
- 11.3 Governmental Unit Deliverables:
 - 11.3.1 Final Wall Plans, Special Provisions and Estimates

Task 12.0 Lighting Design Plans (Source Type 1250)

Under this Task Governmental Unit will:

- 12.1 Produce a 60% Lighting Layout at major intersections within the project limits (Goodview, Greenway, Hamlet, Heath, Pioneer, James, 276th St, Viking, Karmel). Includes lighting analysis, site visit, preliminary lighting plans & estimate.
- 12.2 Produce 90% plans related to lighting.
- 12.3 Produce 100% PS&E related to lighting.
- 12.4 Governmental Unit Deliverables:
 - 12.4.1 Final Lighting Plans, Specifications and Estimates that meet State Standards

Task 13.0 Staging Bypass and Detour Plans (Source Type 1310)

Under this Task Governmental Unit will:

- 13.1 Develop and analyze staging alternatives that include added project costs and durations.
- 13.2 Analyze impacts of staging alternative including potential traffic backups and use of alternate routes.
- 13.3 Consider any mitigation if needed. This may add to the project costs but should have minimum impacts on project durations. Identify items like bypasses or temp signal needs. These can possibly be separated from this project and can be built before this even starts. Helps to lessen impacts and duration.
- 13.4 Evaluate staging alternatives and select a preferred alternative.

- 13.5 Define temporary drainage features required and temporary pavement needs that may affect construction limits.
- 13.6 Coordinate staging with traffic control plans.
- 13.7 Address individual access/delivery needs for businesses and/or developments during construction and include in the staging plans.
- 13.8 Prepare a final construction staging scheme and schedule in conjunction with State and Governmental Unit as this may impact overall project limits/impacts and other planned projects.
- 13.9 Coordinate with project partners throughout the process (State Traffic, State Construction, Cities, County, Emergency Medical Services (EMS), etc.).
- 13.10 Governmental Unit Deliverables:
 - 13.10.1 Construction Staging Alternatives Evaluation
 - 13.10.2 Construction Staging Scheme

Task 14 0 PS&E (Source Type 1300)

Under this Task Governmental Unit will:

- 14.1 Prepare title sheet and general layout plan.
- 14.2 Prepare construction staging plan sheets from layouts developed under Task 12.0 for all roadways as required.
- 14.3 Prepare plans for construction details and construction/soils notes including standard plates as required.
- 14.4 Provide erosion control plans consistent with State permit requirements.
- 14.5 Integrate final typical section plan sheets.
- 14.6 Prepare alignment plan and tabulation to include; azimuths for all tangent lines; coordinate values and stationing for all P.C., P.I. and P.T.; coordinate values for all radius points; coordinate values and field ties for control points.
- 14.7 Complete roadway profile sheets including sub-cut depths and descriptions of all benchmark locations. Add soil boring information.
- 14.8 Integrate final watermain and sanitary sewer plans developed by others.
- 14.9 Integrate final signing and striping plan sheets for all roadways.
- 14.10 Prepare Tabulations required for Federal Aid Submittal

- 14.11 Compile and submit plans and a Full Engineers Estimate to State for review and comment.
- 14.12 Address comments on submittals and update plans to incorporate additional design elements and required sheets to complete the plan set, including tabulations and SEQ.
- 14.13 Prepare special provisions related to "specialty pay items" of a form and substance required by the State and Federal Aid.
- 14.14 Submit plans, and other required deliverables to State for review and comment.
- 14.15 Revise Plans, PS&E to reflect comments.
- 14.16 Governmental Unit shall submit Final PS&E for final State Approval.
- 14.17 Governmental Unit Deliverables:
 - 14.17.1 Final Construction Plan
 - 14.17.2 Engineer's Opinion of Probable Construction Costs
 - 14.17.3 Plan Review Checklist
 - 14.17.4 Special Provisions
 - 14.17.5 Lab Services Request Form
 - 14.17.6 Utility Certification Form
 - 14.17.7 State Aid Plan Review Checklist
 - 14.17.8 Provide all State required geotechnical reports with final plan submittal

Task 15.0 Utility Coordination (Source Type 1125)

Under this Task Governmental Unit will:

- 15.1 Perform Utility Coordination per State 12 Step Program Manual and Checklist.
- 15.2 Prepare for three Utility Coordination meetings, meeting documentation, and follow up correspondence.
- 15.3 Prepare utility location file from Utility maps and surface survey data.
- 15.4 Tabulate conflicts and make recommendations based on cost effectiveness and conflict minimization techniques.
- 15.5 Governmental Unit Deliverables:

15.5.1 Utility Quality Level D File

15.5.2 Tabulation of Conflicts and Recommendations for required changes to existing facilities

Task 15.6 Wetland Delineation (Source Type 1071)

Under this Task Governmental Unit will:

16.1 Perform a Level 1 (desktop) wetland review:

16.1.1 Complete Level 1 (desktop) wetland delineation. Create maps depicting hydric soils, National Wetlands Inventory (NWI), DNR Public Waters, parcel data, contour data, and project area.

16.1.2 Prepare wetland technical memorandum, documenting Level 1 (desktop) wetland review methodology and findings.

16.2 Level 2 (field) wetland review:

16.2.1 Complete a wetland delineation for the project area. Wetland delineations will be completed per the 1987 USACE Wetland Delineation Manual and Northcentral and Northeast Regional Supplement, regulatory guidance, and Minnesota WCA standards.

16.2.1 Record a minimum of one sampling transect per delineated wetland providing at least one wetland plot and one upland plot. Data collection to include vegetation, soils, and hydrologic indicators.

16.2.3 Photograph each delineated wetland.

16.2.4 Record wetland boundaries, water resource boundaries, and sampling pit locations with a sub-meter accurate Global Positioning System (GPS) unit.

16.2.5 Download and post-process GPS data.

16.2.6 Complete a wetland delineation report per USACE and WCA standards. Complete WCA/USACE Joint Application Form for wetland boundary/type.

16.2.7 Submit wetland delineation report and joint application form for review. Revise as per comments (if necessary).

16.2.8 Submit wetland delineation report and joint application form to WCA LGU and USACE.

16.2.9 Arrange, coordinate, and facilitate one on-site TEP meeting in support of delineated wetland boundaries.

16.2.10 Provide additional information as requested and revise report per comments from WCA LGU, USACE, and/or TEP (if necessary).

16.2.11 Convert final approved wetland shapefiles to Computer-aided design (CAD) (in .dgn format) and provide to State.

16.3 Governmental Unit Deliverables:

16.3.1 Level 2 wetland delineation report for review (electronic .dgn and pdf copy).

16.3.2 Determine wetland impacts based on Level 2 wetland delineation.

16.3.3 WCA/USACE Joint Application Form for wetland boundary / type (electronic pdf copy).

16.3.4 Hard copies of signed WCA/USACE Joint Application Form for wetland boundary / type and State-reviewed wetland delineation report to WCA LGU (up to five copies, as requested).

16.3.5 Wetland boundary shapefiles in .dgn format.

Task 17.0 Environmental Document (Source Type 1071)

Under this Task Governmental Unit will:

17.1 Coordinate with State:

17.1.1 Coordinate early with State. Purpose of meeting is to review studies completed to date, confirm National Environmental Policy Act (NEPA) class of action (Class III, EA and Finding of No Significant Impact (FONSI)), determine NEPA path (using trunk highway process), and confirm no State environmental review (no Environmental Assessment Worksheet (EAW)). State Trunk Highway (State and Office of Environmental Stewardship (OES)) to coordinate with Federal Highway Administration (FHWA), if necessary. (Completed under preliminary engineering agreement with Governmental Unit.)

17.2 Coordinate with Other Agencies:

17.2.1 Prepare State Trunk Highway early notification memorandum (ENM), including figures, and submit to State Metro. State Metro to distribute ENM to State functional groups and DNR. (Completed under preliminary engineering agreement with Governmental Unit.)

17.2.2 Section 7, Endangered Species Act. Coordinate with State OES regarding federal threatened and endangered species. May affect, not likely to adversely affect determination for northern long-eared bat. No effect determination for all other listed species in Chisago County.

17.2.3 Section 106, National Historic Preservation Act. Coordinate Section 106 review with State CRU. No new cultural resources surveys. TH 8 project footprint is within area of

potential effects (APE) from cultural resources surveys completed with 2013 EAW. State Cultural Resources Unit (CRU) to provide a no historic properties determination.

- 17.2.4 Submit Natural Heritage Information System (NHIS) review request to DNR. No adverse effects to state-listed species. No surveys for state-listed species required.
- 17.2.5 Prepare form AD-1006 (Farmland Protection Policy Act) and submit to Natural Resources Conservation Service (NRCS).
- 17.3 Purpose and Need Statement:
 - 17.3.1 Update purpose and need statement as necessary to incorporate new information from traffic analyses. Update to reflect current State and FHWA purpose and need guidance. (Completed under preliminary engineering agreement with Governmental Unit.)
- 17.4 Prepare Alternatives Evaluation:
 - 17.4.1 Prepare alternatives evaluation section of the EA, describing alternatives considered and rationale for identification of a preferred alternative.
- 17.5 Prepare Project Cost, Funding, and Schedule:
 - 17.5.1 Prepare a summary of project costs, funding sources and schedule.
- 17.6 Confirm Social, Economic, and Environmental (SEE) Impact Evaluation:
 - 17.6.1 Confirm no Section 6(f) Involvement
 - 17.6.2 Section 106, National Historic Preservation Act (summarize Section 106 determination from State CRU)
 - 17.6.3 Section 7, Endangered Species Act (summarize Section 7 determination from OES)
 - 17.6.4 State Threatened and Endangered Species (confirm no effect determination provided by DNR)
 - 17.6.5 Relocation and Right of Way
 - 17.6.6 Contaminated Properties and Regulated Materials
 - 17.6.7 Farmland Protection Policy Act of 1981
 - 17.6.8 Air Quality (qualitative Carbon monoxide (CO) and Mobile Source Air Toxics (MSAT) analysis, conformity determination)
 - 17.6.9 Greenhouse Gas (GHG) analysis
 - 17.6.10 Highway Traffic Noise

- 17.6.11 Construction Noise
- 17.6.12 Floodplain Management/Floodplain Assessment
- 17.6.13 Wetlands and Section 404, Clean Water Act. Prepare State Trunk Highway Wetland Impact Assessment and Two-Part Finding form. See Task 16.0 for wetland delineation.
- 17.6.14 Water Pollution and Stormwater Management
- 17.6.15 Indirect and Cumulative Effects
- 17.6.16 Temporary Construction Impacts
- 17.6.17 Economics
- 17.6.18 Social Impacts (travel patterns and access, accessibility, community facilities and public services, community cohesiveness, transportation sensitive populations)
- 17.6.19 Considerations Relating to Pedestrians and Bicyclists
- 17.6.20 Transit (no impacts to transit services)
- 17.6.21 Environmental Justice (no disproportionately high and adverse impacts to low-income and/or minority populations in study area)
- 17.6.22 Environmental Management Plan (EMP) (State Green Sheets)
- 17.7 Confirm Hazardous Materials/Potentially Contaminated Sites:
 - 17.7.1 Prepare contaminated/regulated materials checklist for cooperative construction projects form and submit to State Contaminated Materials Management Team (CMMT).
 - 17.7.2 State CMMT will determine a Phase I Environmental Site Assessment (ESA) is required. Phase I ESA to be prepared by Sub-Contractor. Submit Phase I ESA to CMMT for review.
 - 17.7.3 Coordinate Phase I ESA with Sub-Contractor.
 - 17.7.4 Summarize Phase I ESA findings for draft EA.
 - 17.7.5 Coordinate with State and submit environmental due diligence form 1 (EDD-1) to CMMT.
- 17.8 Confirm Section 4(f) Involvement:
 - 17.8.1 Confirm Section 4(f) temporary occupancy for proposed connection to Hardwood Creek Regional Trail (Official With Jurisdiction).
- 17.9 Prepare Traffic Noise Analysis:

- 17.9.1 Prepare traffic noise analysis based on 2017 State Noise Requirements. Traffic noise impacts to be based on Leq levels. Analysis of daytime conditions only.
- 17.9.2 Perform field measurements (i.e., noise monitoring) at up to eight receptor locations within the project area. Locations for field measurements to be determined in consultation with the State.
- 17.9.3 Identify representative receptor locations for inclusion in the traffic noise analysis.
- 17.9.4 Perform model validation. Develop existing conditions model with traffic input from field measurements. Compare field measurement results to existing conditions model output. Noise model will be considered validated (i.e., model results within 3 dBA, Leq of field measurements). No adjustments to the model input are necessary.
- 17.9.5 Determine worst case noise hour. Model traffic noise levels at representative receptor locations for up to six different hours during the morning and afternoon. Modeled hour with the highest Leq levels will be identified as the worst noise hour.
- 17.9.6 Prepare the noise analysis modeling for the existing conditions, future 2040 no-build alternative, and future 2040 build alternative (worst noise hour condition).
- 17.9.7 Prepare the analysis of noise abatement measures (i.e., noise walls) for impacted receptors. None of the modeled noise walls meet State's feasibility and reasonableness requirements. No public involvement with traffic noise analysis required.
- 17.9.8 Prepare traffic noise analysis for land use planning. Identify representative traffic noise levels at various set-back distances from TH 8.
- 17.9.9 Prepare traffic noise analysis report for inclusion in EA.
- 17.10 Prepare Draft and Final EA:
 - 17.10.1 Prepare report purpose and highway section description sections of draft EA.
 - 17.10.2 Prepare EA figures and graphics (project and area location maps, project layout figures, typical sections, aquatic resources map, etc.).
 - 17.10.3 Prepare State coordination, approvals/permits required, and public involvement sections of draft EA.
 - 17.10.4 Assemble draft EA for Governmental Unit and State review State and OES.
 - 17.10.5 Revise draft EA as per Governmental Unit and State comments. Submit revised EA for FHWA review. State OES to transmit draft EA to FHWA.
 - 17.10.6 Revise draft EA as per FHWA comments.

- 17.10.7 Submit final EA to County, State (Metro and OES), and FHWA for approval.
- 17.12 Coordinate EA Public Comment Period:
 - 17.12.1 Distribute EA to Environmental Quality Board (EQB) distribution list and other interested parties.
 - 17.12.2 Coordinate EA notice of availability with Governmental Unit and State public affairs.
State public affairs to provide EA notice of availability press release to local media.
 - 17.12.3 Prepare EA notice of availability for publication in EQB Monitor.
 - 17.12.4 Prepare legal advertisement (EA notice of availability and public hearing). State public affairs to publish legal ad in local newspaper.
 - 17.12.5 Obtain court reporting services for public hearing (included under direct expenses).
 - 17.12.6 EA public hearing included under Task 2.6.
- 17.13 Prepare Request for FONSI:
 - 17.13.1 Prepare responses to substantive comments on the EA.
 - 17.13.2 Prepare draft Federal FONSI document. Provide to Governmental Unit and State (Metro and OES) for review. Revise as per Governmental Unit and State comments.
 - 17.13.3 Submit revised Federal FONSI document to State. State OES to transmit Federal FONSI document to FHWA.
 - 17.13.4 Revise Federal FONSI document as per FHWA comments. Submit Final Federal FONSI document to Governmental Unit and State (Metro and OES). State OES to submit to FHWA for FONSI decision.
 - 17.13.5 Distribute FONSI decision, concluding Federal environmental review process.
- 17.14 Attend internal project coordination meetings during development of preliminary design layout and EA. Review of draft and final environmental documents.
- 17.15 Governmental Unit Deliverables:
 - 17.15.1 Draft and final EA (electronic PDF format)
 - 17.15.2 Traffic noise analysis report (attachment to EA) (electronic PDF format)
 - 17.15.3 State trunk highway wetland impact assessment and two-part finding (attachment to EA) (electronic PDF format)
 - 17.15.4 EMP (attachment to EA) (electronic PDF format)

17.15.5 Distribution of approved EA

17.15.6 EA notices of availability (to be distributed by County)

17.15.7 Draft and final FONSI document (electronic PDF format)

17.15.8 Distribution of FONSI decision

Task 18.0 Funding Assistance (Source Type 0168)

Under this Task Governmental Unit will:

- 18.1 Work with the State to identify grant opportunities and explore innovative funding mechanisms to assist in the project's funding needs.
- 18.2 Prepare up to one regional or state grant applications that require a moderate level of effort. These types of applications may include the Metropolitan Council's Regional Solicitation, State Bonding Requests, and State's Transportation and Economic Development (TED) grants, Highway Safety Improvement Program (HSIP), or Cooperative Agreements. Services to be covered under this task may include, but not limited to, the preparation of grant applications, coordinating of grant materials, data collection, grant research, funding implementation plans, and meetings with potential grantees.
- 18.3 Prepare a BUILD GRANT application.
- 18.4 Governmental Unit Deliverables:
 - 18.4.1 Outline of eligible project elements for each funding source and probability in securing the funds
 - 18.4.2 Up to three Regional or State grant applications

Task 19.0 Feasibility Design (Source Type 0169)

Under this Task Governmental Unit will:

- 19.1 Prepare Feasibility Study:
 - 19.1.1 Analyze up to 3 concept alternatives (Bridge A, B and C). Minimum clear width = 12 feet. Minimum clear height = 10.0 feet.
 - 19.1.2 Concept construction cost estimates: 1 estimate per bridge site (3 total maximum)
 - 19.1.3 Feasibility Report: Contains text, figures, preliminary drainage and estimates developed for concepts.

19.2 Bridge A – TH 8 over Trail Underpass A:

- 19.2.1 Preliminary Bridge Plan: Review & Approval by State Bridge Preliminary Unit
- 19.2.2 30% Bridge Plan: Review & Comment by State Bridge Design Unit.
- 19.2.3 60% Bridge Plan: Review & Comment by State Bridge Design Unit.
- 19.2.4 90% & Final Bridge Plan: Review & Comment by State Bridge Design Unit. Approval by State Bridge Engineer
- 19.2.5 Retaining Wall Design: Up to 300' of Precast Modular Block Wall (PMBW) required at underpass at 60%, 90% and Final design stages.
- 19.2.6 Estimates at 60%, 90% and Final design stages.

19.3 Bridge B – TH 8 over Trail Underpass B:

- 19.3.1 Preliminary Bridge Plan: Review & Approval by State Bridge Preliminary Unit.
- 19.3.2 30% Bridge Plan: Review & Comment by State Bridge Design Unit.
- 19.3.3 60% Bridge Plan: Review & Comment by State Bridge Design Unit.
- 19.3.4 90% & Final Bridge Plan: Review & Comment by State Bridge Design Unit. Approval by State Bridge Engineer.
- 19.3.5 Retaining Wall Design: Up to 300' of PMBW required at underpass at 60%, 90% and Final design stages.
- 19.3.6 Estimates at 60%, 90% and Final design stages.

19.4 Bridge C – TH 8 over Trail Underpass C:

- 19.4.1 Preliminary Bridge Plan: Review & Approval by State Bridge Preliminary Unit.
- 19.4.2 30% Bridge Plan: Review & Comment by State Bridge Design Unit.
- 19.4.3 60% Bridge Plan: Review & Comment by State Bridge Design Unit.
- 19.4.4 90% & Final Bridge Plan: Review & Comment by State Bridge Design Unit. Approval by State Bridge Engineer.
- 19.4.5 Retaining Wall Design: Up to 300' of PMBW required at underpass at 60%, 90% and Final design stages.
- 19.4.6 Estimates at 60%, 90% and Final design stages.

- 19.5 Special Provisions - Division SB: One special provision for all structures on project at 90% and Final design stages.
- 19.6 State Form 90: Culvert Rating Form: Submit one per bridge with Final design documents.
- 19.7 Governmental Unit Deliverables:
 - 19.7.1 Feasibility figures, estimates and text
 - 19.7.2 Preliminary bridge plans
 - 19.7.3 Final bridge plans
 - 19.7.4 Construction cost estimates
 - 19.7.5 Special Provisions, Division SB
 - 19.7.6 Load Rating Form

Task 20.0 Noise Wall Design (Source Type 3533)

Under this Task Governmental Unit will:

- 20.1 Prepare the necessary noise wall plans (including, location, profile, and cross sections) in accordance with current State standards. Assume wall is a maximum length of 2,000 feet and maximum height of 15 feet. Provide changes in drawings that comply with foundations and/or subgrade corrections recommended by State's Foundations Unit and State's District Soils Office reports. Provide structural calculations for walls that are not covered by State's Standard Plans.
- 20.2 Use the wall type, size, and location information from the Preliminary Plan, plus any additional information provided by State, to design the retaining wall system with consideration of economy, visual quality, and constructability. Walls must be offset a minimum of ten feet from the Right of Way line.
- 20.3 Develop line and grade for the proposed noise wall, utilize MnDOT Standard Plan Sheets for a concrete post and panel design, and prepare the required plan sheets and specifications.
- 20.4 Governmental Unit Deliverables:
 - 20.4.1 Noise Wall Plans

Task 21.0 Noise Wall Construction (Source Type 3533)

The 60% plan will include:

- 1. Title Sheet
- 2. Construction plans

3. General Layout
4. Typical Sections
5. Estimated quantities
6. In Place Topography and Utility Plans
7. Removals Plan Sheets
8. Tabulation Sheets including Miscellaneous Drainage Tabulations
9. Detail sheets including, ADA details, and retaining wall details
10. Standard Plans
11. Paving Plans
12. Alignment & Profile Plans
13. Superelevation Plans
14. Construction & Soils notes
15. Intersection Details
16. Pedestrian Curb Ramp Details
17. Drainage Plans and Profiles and Tabulations
18. Treatment Basin and Rate Control Area Contours and Details
19. Erosion control plans
20. SWPPP
21. Complete cross-sections
22. Earthwork tabulations
23. Turf Establishment plans
24. Traffic control plans
25. Traffic Signal Plans
26. Signing plans
27. Lighting plans
28. Striping plans
29. Construction cost estimate – Includes cost splits

The 90% plan will be a complete plan-set. In addition to the 60% items it will include:

1. Special Provisions
2. Exhibits for cooperative construction agreement
3. Construction cost estimate – Includes cost splits

The 95% plan will have signatures on the plan-set. In addition to the 90% items it will include:

1. Final Submittal Memo
2. Utility Project Manager Checklist
3. State Quality Control Check Process Forms
4. Construction cost estimate – Includes cost splits

Utility Project Manager Checklist

The State will provide the following information and data:

1. Existing Sign locations
2. All existing Design Surveys Information

3. Materials Design Recommendation
4. State's geometric design standards and exceptions:
<http://dotapp7.dot.state.mn.us/edms/download?docid=623068>
5. Detour Routes Locations
6. State's electronic project directory standards and file naming standards
7. State's Computer Aided Design (CADD) Standards at:
<http://www.dot.state.mn.us/caes/files/pdf/State-caddstandardsdocumentation.pdf>
8. State's Quality Management Process for Design-bid-build projects at:
<http://www.dot.state.mn.us/design/qmp/documents/QMP-manual.pdf>
9. State's Pavement Message Guidelines at:
<http://www.dot.state.mn.us/trafficeng/pavement/index.html>
10. Temporary Traffic Control template sheets at:
<http://www.dot.state.mn.us/trafficeng/workzone/ttc-templates.html>
11. Signing plan information at:
<http://www.dot.state.mn.us/trafficeng/signing/signingplansheets.html>
12. Current Transport Pay Item List at: <http://transport.dot.state.mn.us/Reference/refitem.aspx>
13. The State's Standard Plans and Plates at: <http://standardplans.dot.state.mn.us/> and
<http://standardplates.dot.state.mn.us/stdplate.aspx>
14. Specific special provisions examples to be utilized on the project.
15. Example plan sets if requested
16. Seeding manual at: <http://www.dot.state.mn.us/environment/erosion/pdf/seedingmanual.pdf>
17. SWPPP template if needed
18. Metro District Design Guidelines
19. Metro District Traffic Guidelines
20. Metro District Hydraulic Guidelines
21. Metro District Survey Guidelines
22. Existing Signal Plans, Fiber Optic (F/O) Plans, Lighting Plans and associated Wiring Diagrams along TH 8
23. MnDOT System ID Number, Traffic Engineering (TE) Number, and Information on State furnished signal items

Deliverables for 2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000-3001-3002-3003-3004-3005-3006-3007-3008-3009-3010-3011-3012-3013-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Exhibit B - Budget Details

Contractor's Costs

Work Tasks	Principal	SR. Associate	Associate	SR. Professional	Professional	Technical	Clerical	Totals
Project Management (Source Type 1010)	185	329	0	0	0	30	31	575
Public and Customer Engagement (Source Type 0054)	200	188	240	0	0	76	16	720
Final Design Survey (Source Type 1040)	3	2	0	10	0	0	0	15
Geometric Layout (Source Type 1140)	80	0	0	508	952	0	0	1540
Hydraulic Design (Source Type 1141)	205	0	0	1200	800	0	0	2205
Signal Design Plans (Source Type 1251)	10	0	0	72	315	0	0	397
Traffic Control Design Plans (Source Type 1254)	28	0	0	195	270	0	0	493
Signing/Pavement Marking Plans (Source Type 1255)	14	0	0	135	265	0	0	414
Traffic Mgt Sys Plans (Source Type 1256)	2	40	0	120	180	0	0	342
Environmental Permit Actv (Source Type 1072)	26	12	46	132	68	20	3	307
Retaining Wall Design (Source Type 1190)	9	25	67	0	30	85	4	220
Lighting Design Plans (Source Type 1252)	2	69	0	0	0	160	0	231
Staging Bypass and Detour Plans (Source Type 3510)	24	30	90	16	70	0	0	230
PS&E (Source Type 1300)	68	72	0	456	740	644	0	1980
Utility Coordination (Source Type 1195)	42	0	37	67	14	0	0	160
Wetland Delineation (Source Type 1071)	0	0	65	65	0	0	0	130
Environmental Document (Source Type 1071)	0	69	12	202	10	0	5	298
Funding Assistance (Source Type 1065)	4	0	100	0	3	0	3	110
Underpass Design (Source Type 3538)	9	68	177	236	314	548	0	1352
Noise Wall Design (Source Type 3538)	5	0	66	0	110	40	0	221
Total Hours	916	904	900	3414	4141	1603	62	11940
Hourly Rate	\$70.00	\$60.00	\$51.00	\$41.00	\$38.00	\$40.00	\$19.00	
Direct Labor Costs	\$64,120.00	\$54,240.00	\$45,900.00	\$139,974.00	\$157,358.00	\$64,120.00	\$1,178.00	\$526,890.00
Overhead Costs @ 163.67% of Direct Labor Costs								\$862,360.86
Fixed Fee @ 13.0% of (Direct Labor Costs + Overhead Costs)								\$180,602.61
Subcontractor see page two								\$107,285.00
Direct Expenses								\$2,282.00
Mileage - 900 miles @ \$0.56 per mile	\$504.00							
REPRODUCTION: 11x17 Plan Copies 4800 @ \$0.10	\$480.00							
PRINTING: Color Copies 500 @ \$0.20	\$100.00							
PERMITS/APPLICATION FEES: 1 @ \$450.00	\$450.00							
COMMUNICATION: Deliveries/Courier 3 @ \$100.00	\$300.00							
COURT REPORTER (for EA Public Hearing): 1 @ \$250.00	\$250.00							
MEALS DUE TO TRAVEL: Lunch 18 @ \$11.00	\$198.00							
Total Contract Amount								\$1,679,420.47

Phase 1	Geotechnical Evaluation	Units	Unit Rate	Cost
Activity 1.1	Site Layout - Staking - Utility Clearance - CADD			\$3,904.00
205	Site layout and utility clearance	16 Hour	\$90.00	\$1,440.00
1862	Utility Trip Charge	2 Each	\$50.00	\$100.00
138	Project Assistant	6 Hour	\$85.00	\$510.00
371	CADD/Graphics Operator	6 Hour	\$125.00	\$750.00
5099	Trimble R8 Rover (horizontal and vertical), per hour	16 Each	\$69.00	\$1,104.00
Activity 1.2	Drilling Services			\$40,336.00
9000	Truck Mounted Drilling Services, per hour	98 Each	\$320.00	\$28,160.00
1073	Sealing Records, each	4 Each	\$75.00	\$300.00
9730	Grout with bentonite, materials per foot	150 Each	\$2.00	\$300.00
1052	Warning signs	6 Each	\$300.00	\$1,800.00
1022	Thin-walled sample tubes (ASTM D 15 87), each	14 Each	\$34.00	\$476.00
9726	Bore hole abandonment, per foot	150 Each	\$2.00	\$300.00
306	Flaggers	72 Hour	\$125.00	\$9,000.00
Activity 1.3	Geotechnical Soil Tests			\$5,740.00
1156	Atterberg Limits: LL and PL (ASTM D 4318), per sample	8 Each	\$130.00	\$1,040.00
1166	200 wash (ASTM C 117), per sample	8 Each	\$90.00	\$720.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample	8 Each	\$160.00	\$1,280.00
1174	Organic content (ASTM D 2974), per sample	14 Each	\$90.00	\$1,260.00
1152	Moisture content (ASTM D 2216), per sample	60 Each	\$24.00	\$1,440.00
Activity 1.4	Evaluation/Analysis/Reports			\$15,760.00
138	Project Assistant	3 Hour	\$85.00	\$680.00
126	Project Engineer	60 Hour	\$155.00	\$9,300.00
128	Senior Engineer	24 Hour	\$215.00	\$5,160.00
125	Project Manager	4 Hour	\$155.00	\$620.00
Activity 1.5	GPR and Pavement Coring			\$7,486.00
252	Bituminous Coring	9 Hour	\$190.00	\$1,710.00
1443	Ground Penetrating Radar, per hour on site (includes equipment)	5 Each	\$222.00	\$1,110.00
1600	GPR Mobilization	100 Miles	\$3.50	\$350.00
1861	Trip Charge	1 Each	\$50.00	\$50.00
126	Project Engineer	12 Hour	\$150.00	\$1,800.00
306	Flaggers	18 Hour	\$125.00	\$2,250.00
1405	Bit wear and patch material, per core	3 Each	\$27.00	\$216.00
	Phase 1 Total:			\$73,226.00
Phase 2	Phase II Investigation			
Activity 2.1	Drilling Services			\$15,833.00
9400	GeoProbe Services, per hour	32 Each	\$295.00	\$9,440.00
205	Site layout and utility clearance	4 Hour	\$90.00	\$360.00
1862	Utility Trip Charge	1 Each	\$50.00	\$50.00
288	Project Assistant	2 Hour	\$85.00	\$170.00
9954	Steam cleaning of drill rig and tool, per steam	1 Each	\$157.00	\$157.00
371	CADD/Graphics Operator	1 Hour	\$125.00	\$125.00
9730	Grout with bentonite, materials per foot	375 Each	\$2.00	\$750.00
SUB	Subcontractor Billable - Private Locator	1 Each	\$250.00	\$250.00
9902	Sealing records, each	3 Each	\$75.00	\$225.00
5099	Trimble R8 Rover (horizontal and vertical), per hour	4 Each	\$69.00	\$276.00
9430	Water sampling tubing and consumables, per sample	180 Each	\$8.50	\$1,530.00
SUB2	Traffic Control - Warning Lights	1 Each	\$2,500.00	\$2,500.00
Activity 2.2	Soil Screening/Field analysis			\$4,611.00
310	Environmental Technician III	35 Hour	\$105.00	\$3,675.00
5027	Field filtering water, per sample	8 Each	\$37.00	\$296.00
5036	PID w/10.6 eV lamp, per day	4 Each	\$110.00	\$440.00
1868	ENV Trip Charge	4 Each	\$50.00	\$200.00
Activity 2.3	Laboratory Analysis			\$8,250.00
SUB1	Laboratory Analysis Soil & groundwater (VOCs, PAHs, DRO, GRO, 8	30 Each	\$275.00	\$8,250.00
Activity 2.4	Project Management, Work Plan & Reporting			\$5,365.00
371	CADD/Graphics Operator	3 Hour	\$125.00	\$375.00
330	Project Scientist	5 Hour	\$155.00	\$775.00
360	Project Assistant	2 Hour	\$85.00	\$170.00
340	Senior Scientist	15 Hour	\$215.00	\$3,225.00
363	Project Manager	2 Hour	\$155.00	\$310.00
350	Principal Scientist	2 Hour	\$255.00	\$510.00
	Phase 2 Total:			\$34,059.00
	Contract Total:			\$107,285.00

**MINNESOTA DEPARTMENT OF TRANSPORTATION
REIMBURSEMENT RATES FOR TRAVEL EXPENSES**

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost

Subject	Meals	Rate
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person

Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of a stay.
5. The gratuity is included in maximum cost.
6. To be in Travel Status and at a commercial lodging.

INVOICE NO. _____

Estimated Completion: ____% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, in the following order:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to procurement@mn.gov

MnDOT Contract Number: 1047702

Contract Expiration Date: November 30, 2023

SP Number: 1308-29 TH Number: 8

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Actual Costs Billed: (Attach Supporting Documentation)	\$1,679,420.47			
Net Earning Totals:	\$1,679,420.47			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1250			
1010			
0054			
1040			
1140			
1141			
1251			
1254			
1255			
1256			
1072			
1190			
1252			
3510			
1300			
1195			
1071			
1065			
3538			
Total**			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

For Invoice No.: _____

Progress Report Instructions:

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

(Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)

MnDOT Contract No. 1047702
Contract Expiration Date: November 30, 2023
SP Number: 1308-29 TH Number: 8

Billing Period: from _____ to _____
From: SRF Consulting Group, Inc.

Task	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	*% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
TOTALS:									

***Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.**

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

Contractor's Project Manager

Date

**Chisago County
Board of Commissioners**

TH 8 FINAL DESIGN JPA

RESOLUTION NO. 21/0915-X

**APPROVING A JOINT POWERS AGREEMENT MNDOT #1047702 WITH THE
STATE OF MINNESOTA, COMMISSIONER OF TRANSPORTATION AND CHISAGO
COUNTY, BOARD OF COMMISSIONERS**

WHEREAS, the County of Chisago on behalf of its Board of Commissioners desires to enter into a Joint Powers Agreement with the State of Minnesota, Commissioner of Transportation to provide road design plans and supporting contract documents for State Project Number: SP 1308-29, Trunk Highway Number: TH 8 and Project Identification: Final Design, US Hwy 8 in Chisago County

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Commissioners of Chisago, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Commissioner of Transportation and the County of Chisago on behalf of its Board of Commissioners is hereby approved. A copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Public Works Director, Joe Triplett, or his successor, is designated the Authorized Representative for the County.
3. That the Chair of the County of Chisago, and the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, September 01, 2021**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, September 01, 2021 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Robinson, Montzka. County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter were present.

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

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

On motion by Montzka, seconded by Greene, the board moved to open the Health and Human Services Committee of the Whole at 6:31 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

Chair DuBose gave the gavel to Vice-Chair Greene.

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

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

On motion by DuBose, seconded by Dunne, the board moved to close the HHS Committee Board of the Whole at 6:44 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

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

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – Director's Report
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
- 3.) HHS Committee Recommendation – SHIP Grant Agreement – Lakeside Elementary
- 4.) HHS Committee Recommendation – Prof./Tech. Services Contract with Barb Mork
- 5.) Payment of County's Warrants and Miscellaneous Bills

- 6.) Minutes from the August 18, 2021 Regular Meeting
- 7.) Conveyance of Tax Forfeited Land to the Chisago Lake Township pursuant to M.S. 282.01

Commissioner Montzka made a motion to designate \$10,000 in support of the City of Wyoming Railroad Park Development Plan and Funding Campaign. Motion failed due to lack of second.

On motion by Robinson, seconded by Greene, the Board moved to refer donation to the HRA-EDA for the City of Wyoming Railroad Park Development Plan and Funding Campaign. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to appoint Kelly Corbin to the open District 1 position on the Planning Commission for the remainder of the term. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka. **OPPOSED:** None.

On motion by Greene, seconded by Robinson, the Board moved to award and approve of CSAH 11 Rutting Repair Project to Asphalt Surface Technologies Corporation. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka. **OPPOSED:** None.

On motion by Robinson, seconded by Greene, the Board moved to approve by resolution the Lakes & Pines Community Action Council Homelessness Program in Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Regional Juvenile Detention and Treatment Facility JPA. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka. **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:01 p.m.

END TIME – 7:02 p.m.

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

On motion by Montzka, seconded by Greene, the Board moved to approve a credit card for Jacob Thompson, Emergency Communications Manager. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the 2022-2023 Radiological Emergency Preparedness Grant Contract Agreement. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve the creation of a Buildings and Facilities Committee and appoint Commissioners Dunne and Montzka. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka. **OPPOSED:** None.

On motion by Robinson, seconded by Greene, moved to set the Preliminary 2022 Levy and Annual Budget at 7.33%. The motion **failed** as follows: **IN FAVOR THEREOF:** Greene, Robinson. **OPPOSED:** DuBose, Dunne, Montzka.

On motion by Robinson, seconded by Greene, moved to table the Preliminary 2022 Levy and Annual Budget discussion. The motion **failed** as follows: **IN FAVOR THEREOF:** Greene, Robinson. **OPPOSED:** DuBose, Dunne, Montzka.

On motion by Dunne, seconded by Montzka, the Board moved to approve by Board Resolution the Chisago County Preliminary 2022 Levy and Annual Budget, as presented 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***

The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Montzka. **OPPOSED:** Greene, Robinson.

RESOLUTION NO. 21/0901-3
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 **\$78,420,261**;

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*.

On motion by Greene, seconded by Montzka, the Board moved to approve the NWTF – Long Spurs of the Sunrise River's resolution to conduct a raffle at their event on February 12, 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka. **OPPOSED:** None.

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

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

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

On motion by Robinson, seconded by Greene, the Board adjourned the meeting at 7:43 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Robinson, Montzka **OPPOSED:** None.

Chris DuBose, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
OFFICIAL 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 Approve the CUP request (Waldorf PID#09.00048.00), generally as outlined in the Staff Analysis and Report, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal CUP approval). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

Chisago County Board finds the proposal with appropriate modification and conditions is consistent with the County's Comprehensive Plan and the County Zoning Ordinance and concurs with and approves the following findings and conditions:

Findings:

1. *Is the proposal consistent with the Comprehensive Plan and development policies of the County?* Yes. The Chisago County Comprehensive Plan outlines a number of goals and policies which are meant to support and encourage activity which will draw visitors to Chisago County. Within Chapter 6, Economic Development an identified goal is to "Provide for a range of economic diversity and development opportunities to maintain and strengthen the County's economy". Policy #3 for achieving states "Promote tourism and commercial recreation as expanding opportunities for employment and tax base".

2. *Will the use create and excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area?* No. The proposal will not create excessive demand on existing parks, schools, streets, and other public facilities and utilities which serve or are proposed to serve the area.
3. *Will the use be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development?* Yes. The proposed use as requested for low impact classes on weekends, and an occasional small scale event in Staff's opinion are not likely to have a negative impact on future development. The CUP is specific to the number of days, number of attendees, and hours of operation. If the Applicant in the future would wish to expand the activity to allow for additional attendee numbers on a larger scale then an Amendment to the CUP would be necessary to ensure further review of this consideration.
4. *Will the structure have an appearance that will have an adverse effect upon adjacent properties?* No. The property and neighboring properties are wooded and well screened from each other.
5. *Is the use in the opinion of the County reasonably related to the overall land use goals of the County and to the existing land use, and consistent with the purposes of the Zoning Ordinance/Zoning District in which the applicant intends to locate the proposed use?* Yes. As previously stated, the proposed is a Rural Retail Tourism activity as allowed by Conditional Use Permit in the Agriculture District.
6. *Will the use cause traffic hazard or congestion?* No. the use as proposed is not likely to create additional traffic hazard or congestion.
7. *Will existing nearby properties be adversely affected by intrusion of noise, glare or general unsightliness?* No. As presented it is apparent that the five neighboring homes are approximately 500 – 700 feet away with wooded buffer. Most activities will be held indoors, or small outdoor classes which will not generate any more noise than other residential uses common in a yard, or a family gathering. The substantial tree buffer will aid in keeping sound from traveling to the neighbors.

Conditions:

1. This is a Conditional Use Permit for a Rural Retail Tourism business, to include the following activities:

- Use of the accessory structures and outdoor spaces as class and gathering spaces
 - Use of the home as overnight lodging and sanitation facilities for class attendees and Bed and Breakfast occupancy not to exceed use of 3 double occupancy rooms at any given time.
2. Hours, days, and frequency of operation for classes shall be seven days a week between the hours of 8:00 a.m. and 10 p.m. with no more than once class per day.
 3. The maximum number of customer/class attendees shall be 10.
 4. Provision of food, beverage, and lodging, shall be in accordance with all applicable MN Department of Health and MN Department of Public Safety rules and regulations.
 5. All applicable State ADA requirements shall be met.
 6. Prior to occupancy of the existing structures in association with any class or event application of a building permit for a change of occupancy shall be made and any required modification shall be retrofitted as necessary, to meet all applicable building, plumbing and codes.
 7. Signage shall be in accordance with Section 4.14 of the Zoning Ordinance.
 8. The permit holder must notify the County annually that the activity permitted by the CUP is ongoing, and the activities being conducted continue to adhere to the conditions of approval.

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
BOARD OF COMMISSIONERS
September 15, 2021**

Item # 6

Payment of County's Warrants & Miscellaneous Bills

County Warrants = \$318,223.11

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>
9/3/2021	\$119,392.77		Commissioner's Warrants
9/3/2021	\$89,863.24	9/15/2021	Auditor's Warrants
9/10/2021	-		Commissioner's Warrants
9/10/2021	\$240.00	9/15/2021	Auditor's Warrants

Lake Area Bank; Derek Ankla; Sheriff; supplies; \$130.00
Lake Area Bank; Matthew Beckman; Sheriff; training; \$250.00
Lake Area Bank; John Keefe; Assessor; registration; \$529.00
Lake Area Bank; Jaime Kelly; Wellness Committee; supplies; \$63.23
Lake Area Bank; Andrew Mahowald; Sheriff; supplies; \$335.00
Lake Area Bank; Kyle Puelston; Sheriff; registration, supplies; \$1,042.20
Lake Area Bank; Janet Reiter; Attorney; conference, registration; \$410.00
Lake Area Bank; Scott Sellman; Sheriff; supplies; \$126.57
Lake Area Bank; Joseph Triplett; Public Works; conference; \$776.80
Lake Area Bank; Dennis Wilton; Sheriff; supplies; \$388.65
Lake Area Bank; Tracy Krona; HHS; travel for client; \$1,553.67

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

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
September 15, 2021**

Item # 7

**PLACEHOLDER FOR ENVIRONMENTAL SERVICES
DIRECTOR'S REPORT**

Chisago County Request for Board Action

Meeting Date: September 15, 2021

Item Number:

8

Title of Item for Consideration: Draft Ordinance Amendment – Commercial Shooting Ranges

Action Requested by: Kurt Schneider, Director

Department: Environmental
Services/Zoning - on behalf of the Chisago
County Planning Commission

Previous Action on this Matter: On September 16, 2020 the County Board discussed and directed the Planning Commission review the zoning ordinance as it pertains to the allowance and performance standards for “Shooting Ranges”. On November 5th, Staff presented a draft ordinance modeled after Stearns County example for Planning Commission consideration. Ordinance discussion continued into Spring but was tabled and prioritized to reconvene in June.

Background: The Planning Commission re-initiated discussion and review of draft commercial shooting range ordinance language in June and has carried on monthly review thereafter. At their regular meeting of September 2, 2021, the Commission took action to forward a drafted ordinance amendment to the County Board. The attached Draft ordinance amendment document has been generated thru discussion of the Commission. The Commission now requests formal direction from the County Board on proceeding.

No public hearing or formal Planning Commission action concerning the attached Draft document has occurred. It is advisable for the Board to entertain one of the following courses of action and direct the Planning Commission accordingly:

1. Direct the Commission to continue with implementation of the attached draft amendment and cause a November 4th Public Hearing to occur expecting formal recommendation from the Commission to be forthcoming;
2. Direct specified changes to the attached draft amendment and referral back to the Commission for further review and/or November 4th Public Hearing;
3. Direct other and/or no changes to the Zoning Ordinance concerning commercial shooting range provisions or lay the matter over for future discussion.

Attachment(s):

- Draft Zoning Ordinance Amendment Section 5.06 Agricultural District; Section 7.0 Performance Standards; and Section 3 Definitions of Zoning Ordinance No. 08-03

Action Requested/Recommended: It is respectfully requested that the Chisago County Board review the attached Draft ordinance amendment document and direct the Planning Commission on proceeding. The suggested motion(s) to direct the Commission is presented as follows:

“Move To Direct the Planning Commission To _____ Concerning the Attached Draft Zoning Ordinance No. 08-03 Amendment To Section 5.06 Section C. Conditional Uses and Section 7.32 Shooting Ranges; and Section 7.33 Hunting Clubs and Shooting Preserves and Section 3 Definitions As Presented and/or Amended As Follows: _____”

Implications of Action: If so directed, direction to the Commission to proceed will necessitate formal public hearing to include notice to the public and direct notice to all cities and townships within the county. Publication deadlines and requirements would necessitate at the earliest a November public hearing.

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

Legal/Policy Implications: The working Draft ordinance has not yet been reviewed and approved as to form by the County Attorney's Office but does follow recent and generally accepted form/format at this time. Adoption of said ordinance requires public hearing and further actions but would change local law and policy as pertains to commercial shooting ranges and related proposals.

Administrator's Recommendation

Approve CLB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

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CHISAGO COUNTY
STATE OF MINNESOTA ORDINANCE NO. XXX

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**AN ORDINANCE AMENDING SECTION 5.06 AGRICULTURAL DISTRICT AND
SECTION 7, PERFORMANCE STANDARDS OF THE CHISAGO COUNTY CODE,
KNOWN AS THE ZONING ORDINANCE, BY PROVIDING FOR AN AMENDMENT
TO INCLUDE SECTION 5.06 SECTION C. CONDITIONAL USES AND SECTION 7.32
SHOOTING RANGES, 7.33 HUNTING CLUBS AND SHOOTING PRESERVES AND
AMENDING SECTION 3 DEFINITIONS AS FOLLOWS.**

Now therefore be it resolved that the Chisago County Board of Commissioners hereby ordains that Section 5.06 Section C. Conditional Uses; Section 7.32 Shooting Ranges; Section 7.33 Hunting Clubs and Shooting Preserves; and Section 3 Definitions of Zoning Ordinance No. 08-03 is hereby amended as follows:

Section 3 Definitions

The definition of Shooting Range or Range is created as follows:

Shooting Range or Range means an area or facility designated or operated primarily for the use of firearms, as defined in MN State Statute Section 97A.015, Subd. 19, or archery, and includes shooting preserves as described in MN State Statute Section 97A.115 or any other Minnesota Law. A one-time event or otherwise authorized

training or traveling demonstration or shooting show shall not constitute a Shooting Range or Range as determined by the County.

Section 5.06 Agricultural District

Section C. Conditional Uses is amended to include:

Indoor/Outdoor Commercial Shooting Range
Hunting Clubs and Shooting Preserves

Section 7.32 Indoor/Outdoor Commercial Shooting Range

- A. Commercial Shooting Ranges shall be subject to the Conditional Use Permit provisions of Section 8.04 of this ordinance.
- B. The minimum size lot for each type of shooting range is listed below, including direct fire zone and/or shotfall zone, safety zone and ricochet zone, subject to the installation of additional baffles.
 - (1) High power Rifle:
 - (a) Minimum range length: 2000 yards
 - (b) Minimum range width: 1000 yards
 - (c) Minimum acreage: 400 acres
 - (2) Shotgun:
 - (a) Minimum range length: 300 yards
 - (b) Minimum range width: 400 yards
 - (c) Minimum acreage: 40 acres
 - (3) Other range types are subject to the National Rifle Association Range Sourcebook, 2012; or successor sourcebook.
- C. The range sizes listed in 7.32.B of this Ordinance may be lessened through the use of baffles and berms along the sides, the end and throughout the firing range and/or shotfall zone or if constructed as a fully indoor shooting range. Baffles and berms shall meet or exceed the standards listed in MN State Statute 87A.02, as amended, and the National Rifle Association Range Source Book 2012; or successor sourcebook, to qualify for a reduction in range size.
- D. No part of any shooting range perimeter property line may be located within one thousand (1000) feet of any residential dwelling, commercial, institutional (school, daycare, church) or industrial building or other structure used for human occupancy in existence at the time of range development, construction or expansion.
- E. Off-Street Parking shall meet the requirements of Section 4.12 of this Ordinance. Traffic ingress/egress and volume calculations suitable for identified roadways to/from the facility shall be provided.

- 89
- 90 F. Signs shall meet the requirements of Section 4.14 of this Ordinance.
- 91
- 92 G. All shooting ranges shall comply with the minimum standards for range design,
- 93 location, management, operation, noise abatement and safety listed in the
- 94 National Rifle Association Range Sourcebook, 2012; or successor sourcebook and
- 95 MN Statute. Independent consultant certification of compliance with these
- 96 standards from qualified site design professionals having expertise or expert
- 97 reports and certifications in each minimum standard for range design, location,
- 98 management, operation, noise abatement and safety shall be provided by the
- 99 applicant at the time of CUP application. A noise abatement report shall be
- 100 provided at time of application documenting all noise abatement measures
- 101 including their cause and effect, and providing evidence that ambient density,
- 102 noise volume, and firearm discharge frequency (volume and rounds per hour) will
- 103 remain compliant with all MN State noise limits and avoid nuisance noise
- 104 conditions for the life of the facility. Dates, times, and frequency of operation and
- 105 related noise shall be identified and defined in all shooting range proposals. In
- 106 effort to mitigate nuisance noise, shooting frequency, type, or noise generated
- 107 may be strictly limited, mechanically or structurally muffled thru firearm and/or
- 108 range design by condition of any granted permit. Unsatisfactory noise mitigation
- 109 measures as determined by the County shall be clear grounds and findings for
- 110 permit denial.
- 111
- 112 H. Minnesota State Statutes Chapter 87A Shooting Ranges is acknowledged by
- 113 reference and shall be adhered to as the minimum standards set forth in the
- 114 development and operation.
- 115
- 116 I. Nothing in this section shall preclude a private property owner or occupant from
- 117 exercising their right to discharge firearms in a non-commercial manner on their
- 118 property in a safe and lawful manner.
- 119
- 120

121 **7.33 Hunting Clubs and Shooting Preserves**

- 122 A. Hunting Clubs and shooting preserves shall be subject to the Conditional Use
- 123 Permit provisions of Section 8.04 of this ordinance.
- 124
- 125 B. Hunting clubs and shooting preserves shall be subject to standards set forth in
- 126 Minnesota Statutes, Section 97.A.115; or successor statutes, and Minnesota Rules,
- 127 chapter 6242; or successor rules.
- 128
- 129 C. A detailed site plan showing the following features shall be submitted with any
- 130 CUP application for a hunting club or shooting preserve:
- 131 1. Property lines
- 132 2. Wetland boundaries for wetlands within the property
- 133 3. Adjacent residences and structures within one thousand (1000) feet of the
- 134 property line

- 135 4. A topographic map of the property at a scale to be determined by the
136 Department
137 5. Proposed parking areas, locations of proposed signs and the location of
138 existing and proposed structures.
139 6. Layout of proposed hunting areas including identified shot fall, ricochet, and
140 safety zones.
141 7. Traffic ingress/egress and volume calculations suitable for identified roadways
142 to/from the facility.
143

144 D. Firearms shall not be discharged within one thousand (1000) of a residential
145 dwelling, campground, or institutional (schools, churches, daycare) facility.
146

147 E. There shall be no discharge of lead shot into any wetland.
148

149 F. Signage shall be subject to Section 4.14 of this ordinance and parking shall be
150 subject to Section 4.12 of this ordinance.
151

152 G. The Board may establish such other conditions it deems necessary to protect the
153 public health, safety, and welfare including, but not limited to, hours, days, and
154 frequency of operation, sanitation requirements, screening, landscaping, fencing,
155 setbacks, and density of uses within the site.

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 9
Title of Item for Consideration: Zoning & Subdivision Ordinance Consult Bolton & Menk Budget Adjustment Form	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - on behalf of the Chisago County Planning Commission
Previous Action on this Matter: In collaboration with Administration and County Attorney's office in May, staff prepared and released an RFP for professional services for zoning and subdivision ordinance revision work. The RFP was released to the public via AMC web site services and the county web site and was additionally distributed to 6+ consulting firms via direct contact. The County Board received the full RFP via Directors Report in June. Staff received three (3) RFP responses for professional services for zoning and subdivision ordinance revision work. A review committee consisting of staff (2) and Planning Commission Chair Johnson and Commission Liaison DuBose were provided a general summary of the proposals and complete proposals copy and jointly conducted evaluation/interview with each of the three respondents on July 22nd. On August 4, 2021, the County Board reviewed and discussed the Ordinance Services RFP proposals and voted to proceed with preparation of a Professional and Technical Services Agreement with Bolton & Menk and authorize preparation of necessary 2021 budget adjustment in support of said Professional Services Agreement.	
Background: On August 5, 2021, staff and the consultant review committee respectfully requested a 2021 budget adjustment endorsement and authorization to negotiate/prepare Professional Technical Services Contract for Services with the Bolton & Menk for ordinance services. The Board moved to proceed accordingly. Attached is the Budget Adjustment form to facilitate said actions. The budget adjustment is allocating approximately \$50,000 (<i>total cost is \$46,788 to run thru May of 2022</i>) to the 2021 budget in initiation of services that will carry over into 2022. The 2022 budget is currently identified at a \$50,000 estimate. Attachment(s): • Budget Adjustment	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the 2021 Budget Adjustment in support of proceeding. The suggested motion to authorize proceeding is presented as follows: <i>"Move to approve the 2021 Budget Adjustment of \$50,000 in Support of Proceeding with Said Services"</i>	

Implications of Action: Recommended Board action approves proceeding with the implementation of the Bolton & Menk Contract concerning ordinance update services.

Budget/Financial Implications: Authorizing the service agreement with current contemplated 2021 project endorses that a 2021 general operations budget adjustment will be required to proceed.

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney's Office has prepared the Professional Services Agreement.

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



Department Head:	Kurt Schneider
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Zoning & Subdivision Ordinance Consult Bolton & Menk Professional Services Agreement - Board authorized approval of unfunded expenditure at August 4th, 2021 Board meeting.

YES/NO

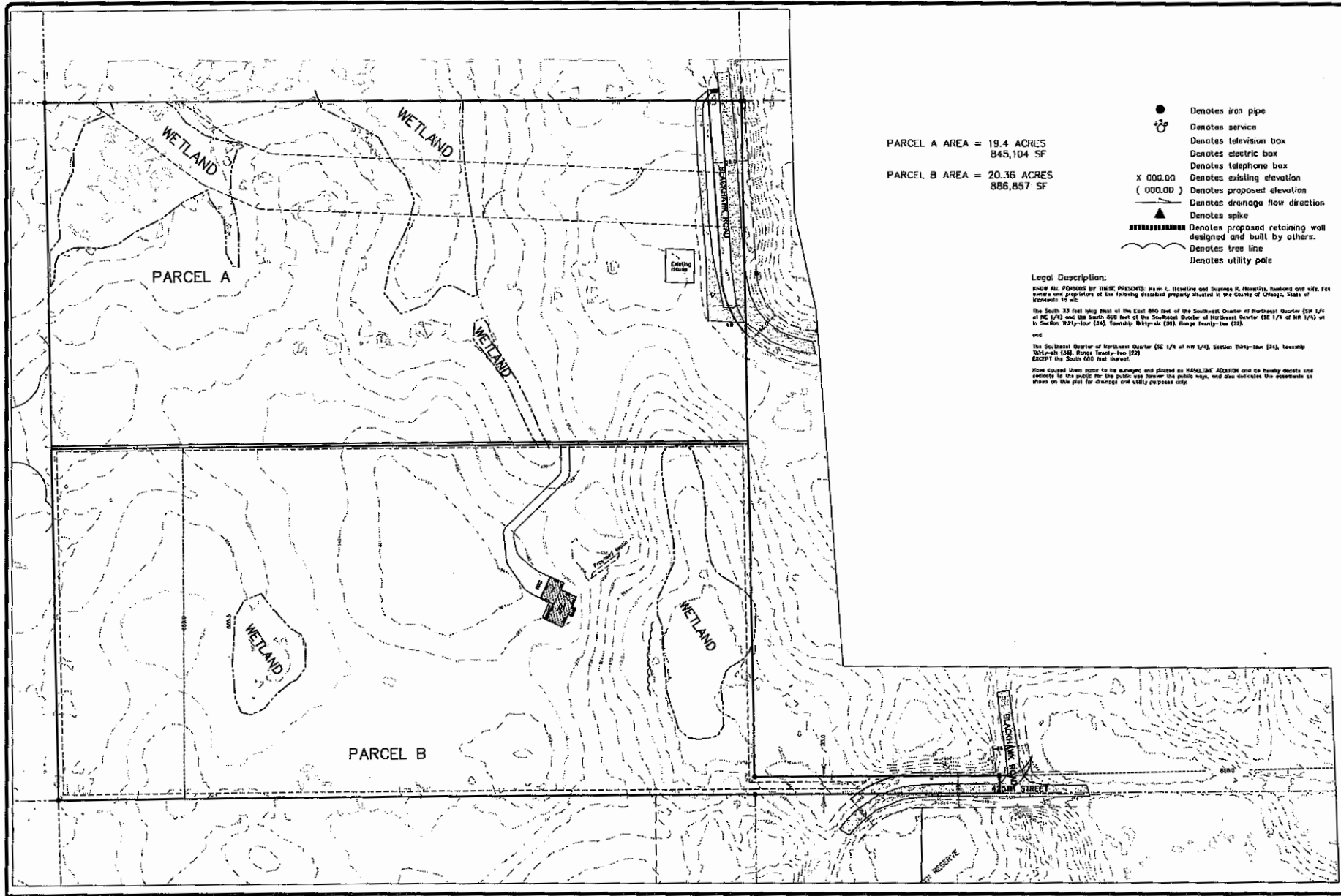
These changes are necessary to track these dedicated funds in order to ensure no additional money is spent in any of these categories without board approval and to meet State reporting requirements.

[illegible]

After the above approvals have been received, the Auditors department will forward a copy of this document along with a copy of the "revised" 2021 Budget schedule to the department head requesting the change.

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 10
Title of Item for Consideration: Kevin Haseltine Preliminary Plat "Haseltine Addition"	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services on behalf of the Chisago County Planning Commission
Previous Action on this Matter: None.	
Background: Kevin Haseltine owner of the property at 42654 Blackhawk Road PID# 03.00526.30/.40 is seeking approval of a preliminary plat of a combined 39-acreS tract into two lots to be known as Haseltine Addition. The subject property is in Sunrise Township. At their meeting of September 2, 2021, the Planning Commission conducted the requisite public hearing and unanimously (4-0) recommended approval of the request. The Fish Lake Township Board reviewed this request at their meeting of August 9, 2021, and recommended approval with no conditions. The 60-day review deadline is September 27, 2021. Attachment(s): - Haseltine Addition Preliminary Plat - Presentation to the Planning Commission - Staff Report to The Planning Commission	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the September 2, 2021, recommendation of the Chisago County Planning Commission to approve the Haseltine Addition preliminary plat. The suggested motion to approve this action is as follows: <i>"Move to approve the Haseltine Addition Preliminary Plat located in Fish Lake Township, at 2654 Blackhawk Road (PID# 03.00526.30/.40)."</i>	
Implications of Action: Recommended Board action would grant the requested Preliminary Plat in Fish Lake Township. Once prepared and reviewed, final plat approval will be requested of the Board. 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 _____



PARCEL A AREA = 19.4 ACRES
845,104 SF

PARCEL B AREA = 20.36 ACRES
886,857 SF

- Denotes iron pipe
- Denotes service
- Denotes television box
- Denotes electric box
- Denotes telephone box
- x 000.00 Denotes existing elevation
- (000.00) Denotes proposed elevation
- Denotes drainage flow direction
- ▲ Denotes spike
- ▬▬▬▬▬▬ Denotes proposed retaining wall designed and built by others.
- ~~~~~ Denotes tree line
- Denotes utility pole

Legal Description:

KNOW ALL PERSONS BY THESE PRESENTS, that L. H. Henshaw and Successors H. Henshaw, husband and wife, for and in consideration of the sum of \$100,000.00 to them in hand paid by the County of Cook, State of Illinois, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the County of Cook, State of Illinois, all that certain

the South 33 feet (33') of the East 840 feet of the Southwest Quarter of the Northwest Quarter (SW 1/4) of NE 1/4 of the South 400 feet of the Southwest Quarter of the Northwest Quarter (SW 1/4) of NE 1/4 of the South 400 feet (240') Township Thirty-four (34), Range Twenty-two (22),

and

the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4), Section Thirty-four (34), Township Thirty-four (34), Range Twenty-two (22)

EXCEPT the South 400 feet thereof

How coupled these notes to be surveyed and plotted as HASELTINE ADDITION and do hereby denote and dedicate to the public for the public use known as the public highway, and also indicate the easements as shown on this plat for drainage and utility purposes only.

HASELTINE PRELIMINARY PLAT "HASELTINE ADDITION"

Parcel ID#03.00526.30

Fish Lake Township

42660/42654 Blackhawk Road

S I T E D E T A I L S

Zoning

- Agricultural (AG)

Overall Lot Size

- 39 acres

Subdivisions

- Two lots
- 19.5 and 19.8 acres

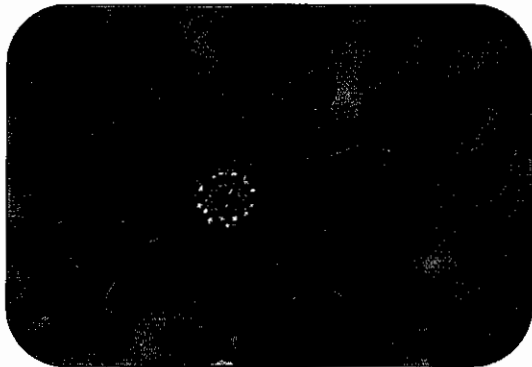
Building Permit

- Applied for building permit, determined two lots were created illegally as they were tied to a smaller parcel that was split off without platting.

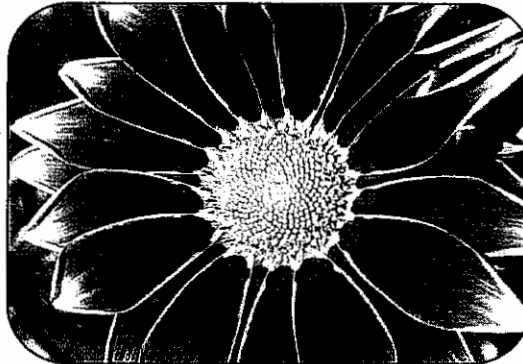
Lot Requirements

	Lot Size	Lot Width (as shown at front property line)*	Lot Depth
AG Minimum Requirements	5 acres	300 feet	300 feet
Lot 1	19.5651 acres	649 feet	1304 – 1307 feet
Lot 2	20.19 acres	627 feet approx.	1307 – 1771 feet

REVIEW & RECOMMEDATION



Fish Lake Township Board
August 9, 2021
Approval with no conditions



Plat Review Committee
August 12, 2021
Township is the road authority, access for
Lot 2 will be subject to review and approval
as required by Fish Lake Township



60-Day Deadline
September 27, 2021

Barring any new or unknown evidence discovered after the completion of this report or during the course of the public hearing, staff has provided below the following recommended motion with conditions for your consideration:

Recommend Approval of the Preliminary Plat “Haseltine Addition” as requested by Kevin Haseltine – Property Owner, 42654 Blackhawk Road, PID 03.00526.30/.40 for two residential lots as outlined in Staff’s report.



Staff Report

TO: Chisago County Planning Commission

FROM: Patty Perreault, Office Manager

DATE: August 26, 2021

RE: Kevin Haseltine "Haseltine Addition"
Fish Lake Township, 42654 Blackhawk Road PID# 03.00526.30/.40

Action to Consider

The Applicant is seeking approval of a preliminary plat to be known as "Haseltine Addition" to create two separate parcels of 19.5 and 19.8 acres from a 39 acre tract.

Property Background/Description

Kevin Haseltine, Property Owner, is seeking approval of a preliminary plat of two lots from a 39 acre parcel. Upon applying for a building permit, it was determined that the two lots were created illegally as they were each tied to a smaller parcel that was split off without platting. These smaller parcels have been sold off to separate owners. The confusing history happened prior to the current owner purchasing the parcels.



The Applicant is requesting to formally plat the lots in question, thereby allowing for them to be built upon. The parcel(s) are situated just north and west of 425th and Blackhawk Road, both of which are Township roads. The parcel is zoned AG, Agricultural. The surrounding parcels are also zoned AG with a mix of residential and agricultural uses on 5 – 20 acre tracts.

The purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Mr. Haseltine intended to build on the northern parcel, and part of the requirement for a building permit to be issued was for him to combine the two parcels prior to issuance of a permit. This has been completed, and now he seeks to legally plat them. The southerly parcel was created with a 33 foot strip of land which provides access to Blackhawk Road. The northerly parcel has over 400 feet of frontage on Blackhawk, and has a 40 x 60 agricultural use pole building.

Site Plan/Proposal Analysis

Provided below is a table outlining the AG dimensional requirements and the proposed dimensions for the preliminary plat parcels:

	Lot Size	Lot Width <i>(as shown at front property line)*</i>	Lot Depth
AG Minimum Requirements	5 acres	300 feet	300 feet
Lot 1	19.5651 acres	649 feet	1304 – 1307 feet
Lot 2	20.19 acres	627 feet approx.	1307 – 1771 feet

**The lot width by definition is measured at the building setback line. The Subdivision Ordinance goes on to say in the Lot Requirements, Section 4.03 that "Each lot shall front upon a public street for the minimum lot width required, except as otherwise provided in this Ordinance."*

As proposed, Lot 2 does not meet the lot width requirement for fronting on a public road, however 20 acre parcels are permitted to be accessed by an easement with no road frontage provided they meet the 500 foot width requirement.

As part of the review process, the Plat Review Committee met on August 12th. The newly created parcels are not located in a floodplain and there are no severe slope conditions impacting the proposed development. There are no new roads as part of the proposal. The Public Works Director/County Engineer has reviewed the preliminary plat and has no issues with the proposed. As indicated earlier, the Township is the road authority for access on both lots. Proposed driveway locations have not been shown on the preliminary plat. Access for Lot 1 has been, and for Lot 2 will be, subject to review and approval as required by Fish Township.

Lastly, Staff has found the soil verification to be accurate and satisfactory. The County Wetland Specialist has verified that there are no wetland impacts with the proposal. There are no other mandatory environmental reviews required and no other concerns identified as part of that review.

60-Day Agency Action

The application was deemed complete on July 29, 2021. The 60-day deadline would be September 27, 2021.

Township Recommendation

Fish Lake Township Board reviewed at their meeting on August 9, 2021, and has recommended Approval with no conditions.

Staff Findings and Recommended Action to Consider

Following the review by the Plat Review Committee and Planning Staff, the proposed preliminary plat is determined to be what will best clear up the issues created when the lots were originally illegally split, and is consistent with the intent of the Comprehensive Plan for Chisago County. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, Staff has provided below the following recommended motion for your consideration:

- **Recommend Approval** of the Preliminary Plat “Haseltine Addition” as requested by Kevin Haseltine – Property Owner, 42654 Blackhawk Road, PID 03.00526.30/.40 for two residential lots as outlined in Staff’s report.

Alternate Options

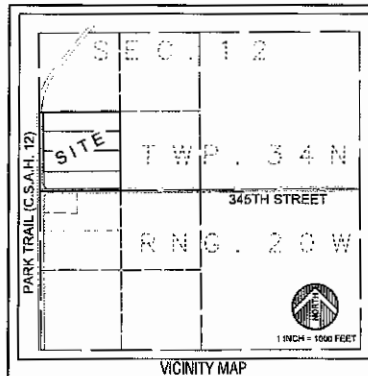
Alternatively, should the Planning Commission determine differently upon completion of the Public Hearing and/or upon discovery of any new or unknown evidence of compliance or concerns affecting the proposal, staff has provided below other motions for your consideration:

1. Recommend to the County Board *Move to Table Action* and extension of the initial 60-day period for required action on this Preliminary Plat application for up to an additional 30 days, so to allow for further review of the record and to make a decision on this application, as allowed under Minnesota State Statute 15.99 Subd. 3(f).
2. Recommend *Denial* of the Preliminary Plat for “Haseltine Addition” as it is deemed to be inconsistent with the zoning regulations and Comprehensive Plan for Chisago County (or other factors deemed appropriate by the Planning Commission and the following Findings of Fact (*note: the Commission will need to insert factor(s) for denial and findings in motion language*):
 - 1.
 - 2.

CC: Kevin Haseltine, Applicant
County File

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 11
Title of Item for Consideration: Rod and DeAnn Strenke Preliminary Plat "Strenke Addition"	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services on behalf of the Chisago County Planning Commission
Previous Action on this Matter: None.	
Background: Rod and DeAnn Strenke owners of the property at 15460 345th and Park Trail PID# 02.00530.00 are seeking approval of a preliminary plat of a 39.85 tract into four lots to be known as Strenke Addition. The subject property is in Chisago Lakes Township. At their meeting of September 2, 2021, the Planning Commission conducted the requisite public hearing and unanimously (4-0) recommended approval of the request. The Chisago Lake Township Board reviewed this request at their meeting of August 17, 2021, and recommended approval with no conditions. The 60-day review deadline is September 25, 2021.	
Attachment(s): - Strenke Addition Preliminary Plat - Presentation to the Planning Commission - Staff Report to The Planning Commission	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the September 2, 2021, recommendation of the Chisago County Planning Commission to approve the Strenke Addition preliminary plat. The suggested motion to approve this action is as follows: <i>"Move to approve the Strenke Addition Preliminary Plat located in Fish Lake Township, at 15460 345th and Park Trail (PID# 02.00530.00)."</i>	
Implications of Action: Recommended Board action would grant the requested Preliminary Plat in Chisago Lake Township. Once prepared and reviewed, final plat approval will be requested of the Board.	
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 _____



VICINITY MAP

PROPERTY DESCRIPTION:

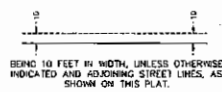
(per Transfer of Death Deed Document No. A886-199)

The S1/2 of NW1/4 of Section 12, Township 34 N, Range 20 W, Except the E1/2 of E1/2 of the SE1/4 of the NW1/4 of Section 12, Township 34 N, Range 20 W, Chicago County, Minnesota.

SURVEY NOTES:

- Orientation of this bearing system is based on the Chicago County Geographic System (MADNS) (1995 ad.).
- The address is 15400 345th Street, Center City, MN. 55012.
- This field work was performed on 6/16/2021.
- Total Acreage of Property:
PID No. 02.00530.00 (NW1/4 of NW1/4) = 1,721,838 Sq. Ft. or 39.65 Acres
- Proposed Lot Areas:
Lot 1, Block 1: 413,575 Sq. Ft. or 9.49 Acres
Lot 2, Block 1: 413,528 Sq. Ft. or 9.56 Acres
Lot 3, Block 1: 413,521 Sq. Ft. or 9.50 Acres
Lot 4, Block 1: 479,519 Sq. Ft. or 11.01 Acres
Area in Medical Right of Way: 126,055 Sq. Ft. or 2.89 Acres
- The Property is subject to a plat for Chicago Lake (S) Township Zoning Map Building Ordinance (per Chicago County Board Ordinance 1800, No. 12)
Front Yard: = 40 feet from right of way of Township Road / 135 feet from centerline of C.S.A.H. No. 12
Side Yard: = 20 feet
Rear Yard: = 50 feet
Drainage Regulations:
Minimum Lot Area = 5 Acres
Minimum Lot Width = 200 feet
Minimum Lot Depth = 200 feet
- Contours shown are LIDAR derived on the MADNS datum provided by MADNS. The electronic LIDAR data was endorsed and released on 6/17/2021.
- Elevations shown are per the MADNS datum.
Benchmark: MADNS Geodetic Monument 1805 E. Elev. = 1033.358 (MADNS)
- The subject property is not located in a floodplain as depicted by FEMA Flood Insurance Rate Map No. 27255C0000, effective date of 12/02/12.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



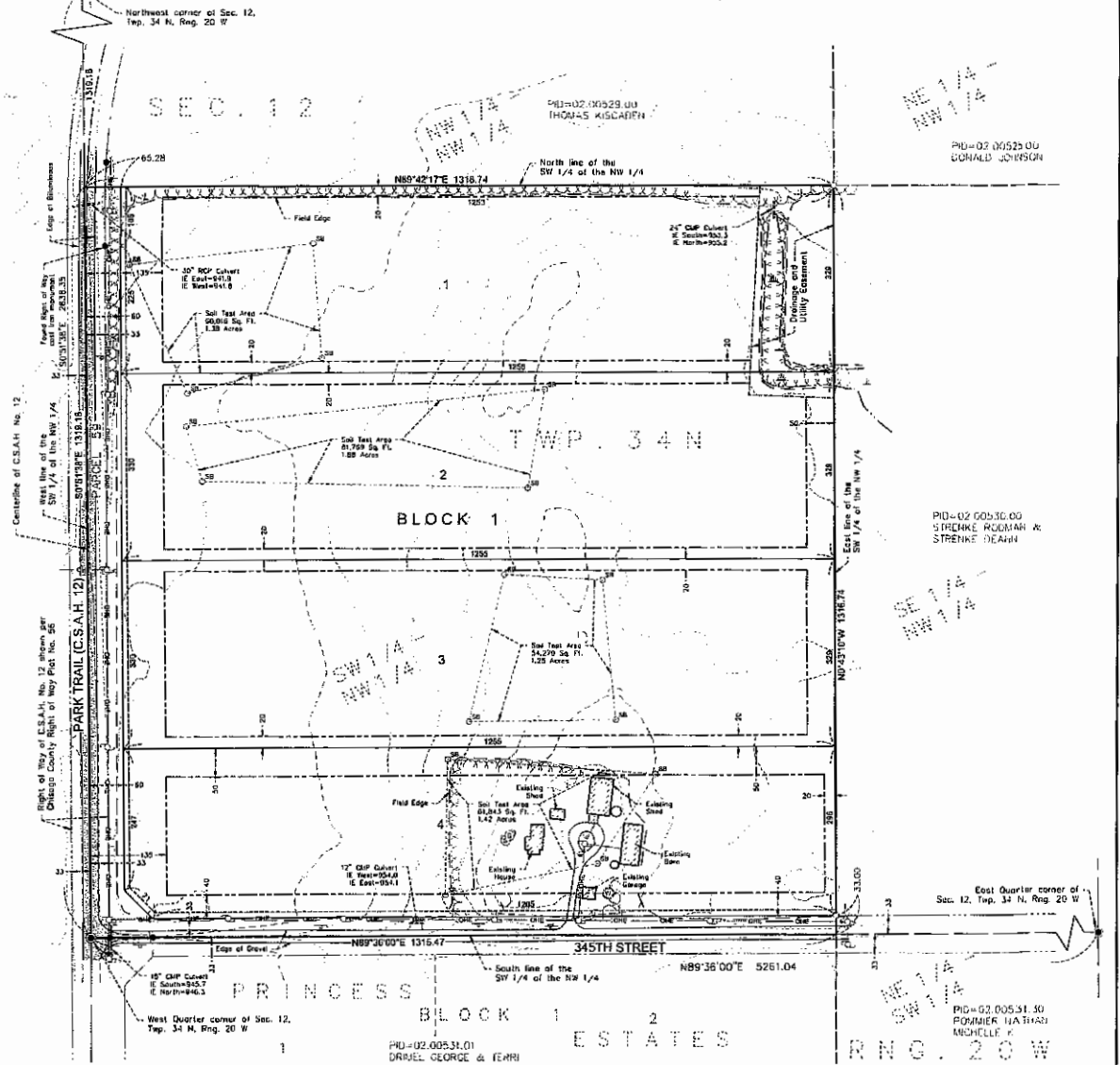
SCALE (IN FEET)

- DENOTES A FOUND CAST IRON SECTION CORNER MONUMENT
- DENOTES A 3" ALUMINUM MONUMENT UNLESS OTHERWISE NOTED ON THE SURVEY
- DENOTES A SET 1/2" IRON PIPE MONUMENT W/ CAP MARKED LS 48021

LEGEND

MAILBOX	LOT LINE	BITUMINOUS SURFACE
SIGN SINGLE POST	RIGHT OF WAY EXISTING	GRAVEL SURFACE
GUY ANCHOR	BOUNDARY LINE	CONCRETE SURFACE
WETLAND SYMBOL	QUARTER LINE	BUILDING WALL HATCH
TELE PEDESTAL	SIXTEENTH LINE	UNBUILDABLE AREA
SEPTIC CLEANOUT	SECTION LINE	
SEPTIC TANK LID	LOT LINE PROPOSED	
WATER WELL	CENTERLINE	
ELEC POLE	EASEMENT LINE	
SOIL BORING	EDGE OF DELINEATED WETLAND	
	BUILDING SETBACK LINE	
	OVERHEAD ELECTRIC	
	CULVERT	
	EDGE OF WOODS	
	EDGE OF FIELD	

PRELIMINARY PLAT OF STRENKE ADDITION



DATE	JUL 12 2021	DATE		APPROVED BY		PI	PREPARED FOR: ROD STRENKE
SCALE:	AS SHOWN						PREPARED BY: WIDSETH ARCHITECTS, ENGINEERS, SCIENTISTS, SURVEYORS
DRAWN BY:	AS						DATE: 06/16/21
CHECKED BY:	DAI						DATE: 06/16/21
FILE NUMBER:	2021-11029						

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

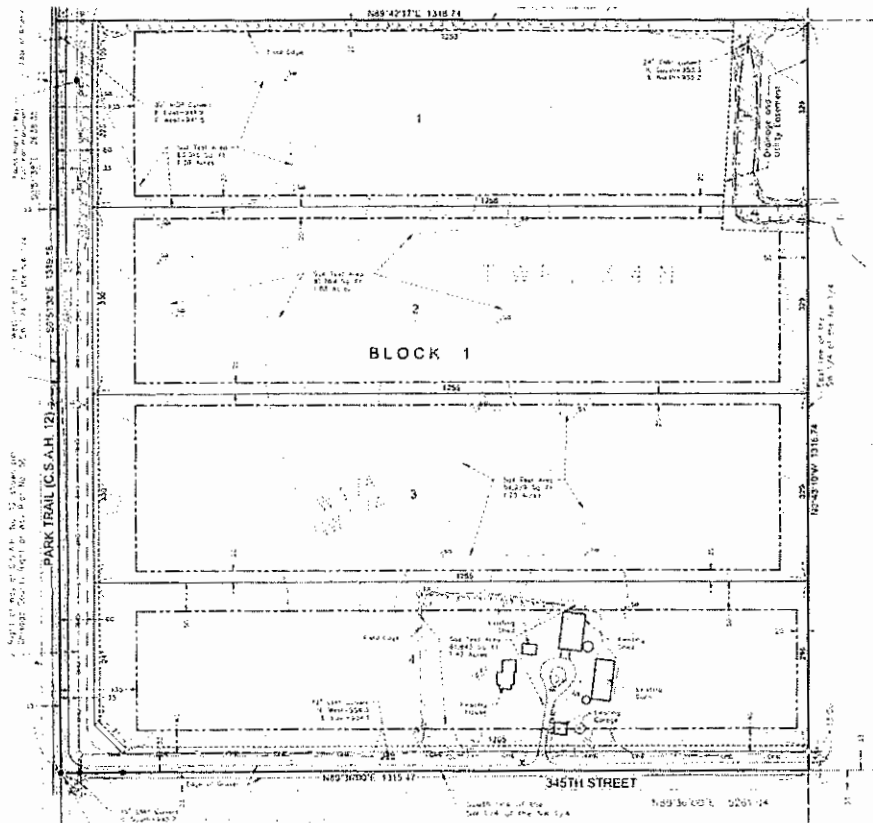
STRENKE PRELIMINARY PLAT
"STRENKE ADDITION"

PARCEL ID#02.00530.00
CHISAGO LAKE TOWNSHIP
15460 345TH AND XXX PARK TRAIL



LOT DIMENSIONAL REQUIREMENTS

	Lot Size	Lot Width (as shown at front property line)*	Lot Depth
AG Minimum Requirements	5 acres	300 feet	300 feet
Lot 1	9.49 acres	340 feet	1315 – 1318 feet
Lot 2	9.5 acres	330 feet approx.	1315 – 1318 feet
Lot 3	9.5 acres	330 feet	1315 – 1318 feet
Lot 4	8.51 acres	307+ feet	1315 – 1318 feet



ROAD ACCESS

- Township is the road authority for 345th Street
- County Engineer stated access management ordinance provides for one access per 20 acres
 - Would allow two access onto CR 12
 - Shared access for two of the lots
 - One lot may have a standalone access
- Lot 4 will retain existing dwelling, detached garage and several agricultural structures with access to 345th Street
- Access approval will be needed by County Engineer and final plat will need to show road accesses.

REVIEW & RECOMMENDATION

Plat Review Committee

Chisago lakes Township

60 – Day Deadline

☐ [Redacted]☐ [Redacted]☐ [Redacted]

☐ August 11, 2021

☐ August 17, 2021

☐ Application complete on July 27, 2021

☐ Not located in floodplain

☐ Approval

☐ Deadline – September 25, 2021

☐ Soil verification to be accurate

☐ With no conditions

☐ No wetland impacts

Barring any new or unknown evidence discovered after the completion of this report or during the course of the public hearing, staff has provided below the following recommended motion with conditions for your consideration:

Recommend Approval of the Preliminary Plat "Strenke Addition" as requested by Rod and DeAnn Strenke – Property Owners, 15460 345th, PID# 02.00530.00 four residential lots as outlined in Staff's report.



Staff Report

TO: Chisago County Planning Commission

FROM: Patty Perreault, Office Manager

DATE: August 26, 2021

RE: Rod and DeAnn Strenke, Preliminary Plat "Strenke Addition"
Chisago Lake Township, 15460 345th and Park Trail; PID# 02.00530.00

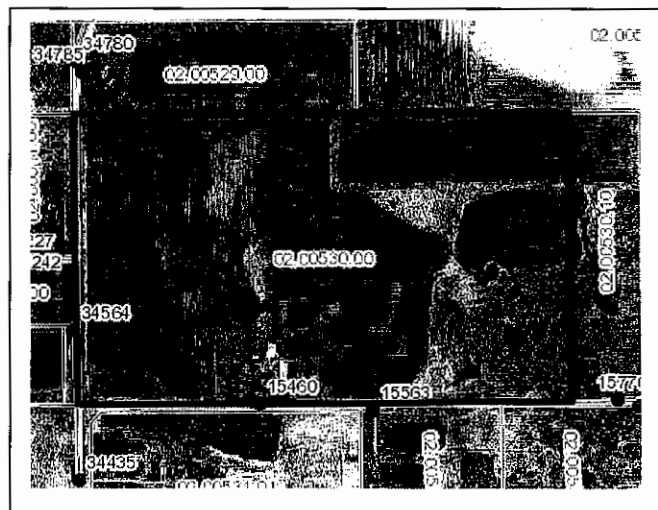
Action to Consider

The Applicant is seeking approval of a preliminary plat to be known as "Stenke Addition" to create four lots out of a 39.85 acre tract.

Property Background/Description

Rod and DeAnn Strenke - Property Owners, are seeking approval of a preliminary plat of four – 8.5 to 9.5 acre lots out of a 639.85 acre tract. The owners live at 15460 345th on what will become Lot 4.

The parcel is situated at the corner north of 345th and east of Park Trail in Section 12 of North Chisago Lake Township. Park Trail is County Road 12 and 345th is a Township Road. The parcel is zoned AG, Agricultural. The surrounding parcels are also zoned AG with a mix of residential and agricultural uses on 10 to 20+ acre tracts.



The purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Mr. & Mrs. Strenke intend to sell the existing homesite with the option to purchase an additional ten acres, they have no plans yet for the remaining parcels. Presumably all remaining parcels will remain tillable/farmed until such time they are sold for low density residential development.

Site Plan/Proposal Analysis

Staff has provided below a table that outlines the AG dimensional requirements and summarized the proposed dimensions for all four parcels in the preliminary plat. It is noted that 2.85 acres of the parent parcel will be dedicated as Right of Way with this plat and that all four parcels comply with the County lot dimensional requirements:

	Lot Size	Lot Width <i>(as shown at front property line)*</i>	Lot Depth
AG Minimum Requirements	5 acres	300 feet	300 feet
Lot 1	9.49 acres	340 feet	1315 – 1318 feet
Lot 2	9.5 acres	330 feet approx.	1315 – 1318 feet
Lot 3	9.5 acres	330 feet	1315 – 1318 feet
Lot 4	8.51 acres	307+ feet	1315 – 1318 feet

**The lot width by definition is measured at the building setback line. The Subdivision Ordinance goes on to say in the Lot Requirements, Section 4.03 that "Each lot shall front upon a public street for the minimum lot width required, except as otherwise provided in this Ordinance."*

As part of the review process, the Plat Review Committee met on August 11, 2021. The newly created parcels are not located in a floodplain and there are no severe slope conditions impacting the proposed development. There are no new roads as part of the proposal. As indicated earlier, the Township is the road authority for 345th and this access already exists. Proposed driveway locations have not been shown on the preliminary plat. The Public Works Director/County Engineer has reviewed the preliminary plat and has pointed out that the access management ordinance provides for one access per 20 acres. The proposed plat would be allowed 2 accesses onto County Road 12. That means the plat will need to show a shared access point for 2 of the lots and one lot may have a standalone access, all of which will be subject to review and approval by Public Works as required.

Lot 4 of the preliminary plat will retain the existing development which includes the dwelling, detached garage and several agricultural structures.

Lastly, Staff has found the soil verification to be accurate and satisfactory. The County Wetland Specialist has verified that there are no wetland impacts with the proposed. There are no other mandatory environmental reviews required and no other concerns identified as part of that review.

60-Day Agency Action

The application was deemed complete on July 27, 2021. The 60-day deadline would be September 25, 2021.

Township Recommendation

Chisago Lakes Township Board reviewed at their meeting on August 17, 2021 and has recommended Approval with no conditions.

Staff Findings and Recommended Action to Consider

Following the review by the Plat Review Committee and Planning Staff, the proposed preliminary plat is determined to be in compliance with the Zoning and Subdivision ordinances as well as consistent with the intent of the Comprehensive Plan for Chisago County. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, Staff has provided below the following recommended motion for your consideration:

Recommend Approval of the Preliminary Plat “Strenke Addition” as requested by Rod and DeAnn Strenke – Property Owners, 15460 345th; PID# 02.00530.00
four residential lots as outlined in Staff’s report.

Alternate Options

Alternatively, should the Planning Commission determine differently upon completion of the Public Hearing and/or upon discovery of any new or unknown evidence of compliance or concerns affecting the proposal, staff has provided below other motions for your consideration:

1. Recommend to the County Board *Move to Table Action* and extension of the initial 60-day period for required action on this Preliminary Plat application for up to an additional 30 days, so to allow for further review of the record and to make a decision on this application, as allowed under Minnesota State Statute 15.99 Subd. 3(f).
2. Recommend *Denial* of the Preliminary Plat for “Strenke Addition” as it is deemed to be inconsistent with the zoning regulations and Comprehensive Plan for Chisago County (or other factors deemed appropriate by the Planning Commission and the following Findings of Fact (*note: the Commission will need to insert factor(s) for denial and findings in motion language*):
 - 1.
 - 2.

CC: Rod and DeAnn Strenke, Applicants
County File

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 12
Title of Item for Consideration: Checkerboard Park Lutz Property Acquisition - Parks and Trails Council of MN	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services Dept. on recommendation of the Chisago County Park Board
Previous Action on this Matter: The Chisago County Park Board has discussed and pursued plans to acquire the 40-acre Lutz property adjacent to Checkerboard Park various times over the years. Expansion to include this adjacent site is identified in the Comprehensive Parks and Trails Plan, as approved by the County Board on April 20, 2016. On May 6, 2020, the County Board agreed to purchase the 40-acre Joan Lutz Property (Parcel #11.00234.00) from the Parks and Trail Council of Minnesota at an agreed upon sale/purchase price of \$44,800 plus any additional third party costs. The purchase is required within two years of the acquisition closing date, Ref. Resolution No. 20/0506. On February 17, 2021 the County Board authorized pursuit of a Natural and Scenic Area Land Acquisition Grant that would support 50% of the county purchase price of the PTCM "Lutz" Property. Background: The Lutz property is a 40-acre tract located immediately NE of Checkerboard park. The 2016 County Comprehensive Parks and Trails Plan supports this prospective acquisition and with Board approval staff most recently facilitated a collaborative Parks and Trails Council of Minnesota (PTCM) temporary purchase and hold of the property at the assessed value of \$44,800 plus closing/third party costs. Staff reports with great satisfaction that we have successfully pursued FY22 Natural and Scenic Area Grant program dollars to offset the purchase of the "Lutz" property. Successful higher appraisal value will fully serve as the required local match of \$44,800 and the remaining nominal closing and transaction costs of the acquisition will be covered within the parks budget. In total, the grant award as detailed in the attached June 30th DNR Division of Parks and Trails notice of award letter is \$44,800. To proceed with grant award/disbursement and full acquisition of the "Lutz" tract from PTCM staff now requests and recommends execution of the attached State Grant Agreement and authorization to fully acquire the property. Attachment(s): • State of MN Grant Contract Agreement • June 30, 2021 DNR Parks and Trails Grant Award Letter Action Requested/Recommended: It is respectfully requested that the Chisago County Board authorize and approve signature of the Grant Agreement and authorize completion of the purchase and acquisition of the subject property from the Parks and Trails Council of Minnesota. The suggested motions to approve this action is as follows:	

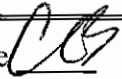
1. ***Move to Accept the Minnesota Department of Natural Resources FY 22 Natural and Scenic Area Grant in the amount of \$44,800.***
2. ***Move to Approve and Enter into the MN DNR Grant Contract for the FY 22 Natural and Scenic Area Grant and Authorize and Direct Staff of the Environmental Services to administer and perform all obligations required of the County as specified in the grant contract.***
3. ***Move to Authorize and Direct Staff to Carry-Out All Tasks necessary for the County to complete the purchase and acquisition of former Lutz Parcel of Land Adjacent to Checkerboard Park (Parcel 11.00234.00) From The Parks and Trails Council of Minnesota, in an amount not to exceed \$89,600 as previously authorized in Resolution No. 20/0506 "***

Implications of Action: Parks Staff would immediately proceed with the grant execution and reporting steps and coordinate land acquisition efforts in partnership with the Parks and Trails Council of MN.

Budget/Financial Implications: Nominal real estate/closing costs that are ineligible for grant reimbursement will be paid form Parks budget funds. The sizable difference between the Appraisal Value and the purchase price will satisfy the 100% local match outlined within the contract. The Grant Authority has authorized the increased appraisal value of the property as satisfying the 50% county match requirement of \$44,800.

Legal/Policy Implications: The County Attorney's office is in review of the State Contract as to form and may be sought out to aid in incidental Parks and Trails Council closing/acquisition steps.

Administrator's Recommendation

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

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Chisago County, 313 N. Main Street, Suite 240, Center City, MN 55012 ("GRANTEE").

Recitals

1. Under Minn. Stat. § 4.00, the commissioner of natural resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.
2. Under Minn. Laws 2021, 1st Special Session, Chapter 6, Article 5, Section 2, Subd. 9d, the State has allocated funds for grants for local parks, trail connections, and natural and scenic areas under Minn. Stat. § 4.00.
3. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Checkerboard County Park.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. § 4.00, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1. Term of Grant Contract Agreement

1.1 Effective Date

August 16, 2021, Notwithstanding Minnesota Statutes, section 16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the appropriation. No payments will be made to the Grantee until this grant contract is fully executed.

1.2 Expiration Date

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

1.3 Survival of Terms

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure, 20. Resource Management and Protection and 24. Land Retention and Deed Restriction.

2. Grantee's Duties

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

Comply with required grants management policies and procedures set forth through Minn. Stat. 16B.97 Subd. 4 (a) (1) and comply with Attachment A, Project Budget, which is incorporated and made a part of this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the State.

3. Time

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

4 Consideration and Payment

4.1 Consideration

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid for all services performed pursuant to this grant contract not to exceed \$44,800.00.

(b) Matching Requirement

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The total project cost is \$89,600.00. The Grantee agrees to provide a non-state cash match of a least \$44,800.00.

(c) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$44,800.00.

4.2 Payment

The State will promptly pay the Grantee after the Grantee presents a payment request and required expenditure documentation for the services actually performed and the State's Authorized Representative accepts the documentation. Invoices must be submitted timely and according to the following schedule: Upon completion of services or up to four requests during the contract period. A final reimbursement of no more than 10% may be withheld until final completion of services.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §47.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §177.41 through 177.42. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN:

<http://www.mn.gov/mnadmin/contracts/procurement/procurement.htm>

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Mai Neng Moua, Grants Specialist Coordinator, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155, mai.neng.moua@state.mn.us, 651.259.5638 or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Joseph Tart, Parks Director, Chisago County, 313 N. Main St., Ste. 240, Center City, MN 55012, (651) 213.8960 or his successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

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

7.2 Amendments

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

7.3 Waiver

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

7.4 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

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

10.2 Intellectual Property Rights

(A) Intellectual Property Rights

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) Obligations

1. Notification

Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. Representation

The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

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

12 Publicity and Endorsement**12.1 Publicity**

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

12.2 Signage

Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement.

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

14 Termination**14.1 Termination by the State**

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15 Data Disclosure

Under Minnesota Statute §13.01, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Affirmative Action and Non-Discrimination

(a) The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified under the laws of the State of Minnesota. The

grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

- (b) The grantee 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 grantee 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, (Minnesota Rules, part 56.01).
- (c) The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

17 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas

The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas. Information on compliance with the Americans with Disabilities Act is available at www.aud.gov.

18 Reporting

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the State.

19 Inspections

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20 Resource Management and Protection

The Grantee shall protect, manage and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

21 Invasive Species Prevention

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Minnesota DNR's Operational Order 113 is incorporated into this contract by reference. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

22 Conflict of Interest

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

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

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

23 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

24 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 16C.073. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [https://www.dnr.state.mn.us/land/land_mgmt/pollinator/best_mgmt_practices.htm](#)

25 Conservation Corps Minnesota

The Grantee must give consideration to contracting with Conservation Corps Minnesota for contract restoration and enhancement services

26 Purchasing Recycled and Recyclable Materials

The Grantee must use this funding in compliance with Minnesota Statutes, section 16C.0725, regarding purchasing recycled, repairable, and durable materials and Minnesota Statutes, section 16C.073, regarding purchasing and using paper stock and printing.

27 Energy Conservation and Sustainable Building Guidelines

The Grantee must ensure that the project complies with the applicable energy conservation and sustainable building guidelines and standards contained in law, including Minnesota Statutes, sections 16B.325, 216C.19, and 216C.20, and rules adopted under those sections. The recipient may use the energy planning, advocacy, and State Energy Office units of the Department of Commerce to obtain information and technical assistance on energy conservation and alternative-energy development relating to planning and constructing the capital improvement project.

28 Single Audit

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the new OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

29 Natural and Scenic Area Program Requirements

The Grantee will comply with the requirements of Attachment B, Natural and Scenic Area Program Requirements.

30 COVID 19

All work completed for this contract must adhere to the following conditions until all State executive orders related to COVID 19 are rescinded or expired.

- Allowed activities and work performed should, to the maximum extent possible, be conducted in a manner that adheres to Minnesota Occupational Safety and Health Standards and the Minnesota Department of Health and CDC Guidelines related to COVID-19, including social distancing and hygiene.
- The current list of Critical Sector Exemptions is maintained on the Department of Employment and Economic Development (DEED) website Critical Sector Work Exemption <https://mn.gov/deed/newscenter/2020/04/06/critical-sectors-exemptions>.

31 Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: DocuSigned by:
April Kane
192F3688FA58405

Date: 8-16-2021

SWIFT Contract/PO No(s). 198927, 3-196136

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

The above MN DNR Grant Contract has been reviewed and it approved as to form.

JANET REITER
CHISAGO COUNTY ATTORNEY

By: *Jeffrey B. Fuge*
Jeffrey B. Fuge, Assistant County Attorney
Dated: September 7, 2021

Distribution:
Agency
Grantee
State's Authorized Representative

Attachment A - Project Budget

Recipient: County of Chisago

Grant: NS22-003 Checkerboard County Park

Grant Amount: \$44,800

Local Match: \$44,800

Total Cost: \$89,600

Project Scope

Acquire 40 acres to preserve special and unique natural areas directly adjacent to Checkerboard County Park.

Notes / Conditions

Project Component	Cost
Acquire 40 acres	\$89,600
Total Cost	\$89,600

Jul 8, 2021

Attachment B

Natural and Scenic Areas Grant Program Requirements

1. Natural and Scenic Area Program

A. Compatible Use and Availability:

Outdoor recreation use of natural and scenic areas should be limited to passive outdoor recreation activities, such as nature observation, walking or hiking, bird watching, cross country skiing, snow shoeing, canoeing, photography and similar low impact activities. In some cases, environmental education activities may be appropriate. Limited facilities to support these activities, such as trails, overlooks, interpretive displays, benches, informational and boundary signing, protective fencing, and parking, are allowable uses. In some cases, rest room facilities and limited picnic facilities may also be compatible. Future facilities shown on Attachment C are acceptable.

All development should be designed to avoid damage to natural resources and features, steer activities away from sensitive areas (such as steep bluffs, erosion prone shorelines, rare plant communities, etc.), and discourage inappropriate recreational use. Facilities must meet all safety and accessibility standards.

The area shall be signed as open and available to the public for outdoor recreation use and be accessible from parking by a trail meeting ADA accessibility requirements within one year from the official close out of the grant. Any existing man-made structures shall be removed or made available for outdoor recreation use within three years from the date of acquisition.

B. Land Retention:

Any lands acquired or developed with assistance from the Natural and Scenic Areas grant program must be retained solely for the uses proposed in the Grantee's application. No other use can be made of these lands without prior written approval of the State acting through its commissioner of natural resources. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to the uses proposed in the Grantee's application.

C. Deed Restriction

The Grantee shall have the following condition recorded with the deed to all lands within the park as described in Attachment C to this agreement and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Natural and Scenic Area Project Agreement NS19-001, the City of Bayport does hereby impose the following restrictions on the property described in Attachment C to that agreement:

1. The property shall be managed and maintained consistent with the purpose and type of property acquired using appropriate management practices to protect the natural and/or scenic resources.
2. The Grantee shall not at any time convert any portion of this property to uses other than permitted in this Agreement without the prior written approval of the State acting through its commissioner of natural resources.
3. In accordance with Minnesota statute 116P.15, this interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement or work program controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the legislative citizens commission on Minnesota resources or its successor. If the holder of the interest in real property fails to comply with the terms and condition of the grant agreement or work program, ownership of the interest in real property shall transfer to this state.

2. MN Environment & Natural Resources Trust Fund

A. Land Retention pursuant to Minnesota Statute 116P.5

An interest in real property acquired with an appropriation from the trust fund must be used in perpetuity or for the specific term of an easement interest for the purpose for which the appropriation was made.

A recipient of funding who acquires an interest in real property subject to this section may not alter the intended use of such interest in real property or convey any interest in the real property acquired with the appropriation without the prior review and approval of the Legislative Citizens Commission on Minnesota Resources. The commission shall establish procedures to review requests from recipients to alter the use of or convey an interest in real property. These procedures shall allow for the replacement of the interest in real property with another interest in real property meeting the following criteria:

- (1) the interest is at least equal in fair market value as certified by the commissioner of natural resources to the interest being replaced; and
- (2) the interest is in a reasonably equivalent location and has a reasonably equivalent usefulness compared to the interest being replaced.

2. ANNUAL REPORTING OF THE STATUS OF THE PROPERTY PURCHASED

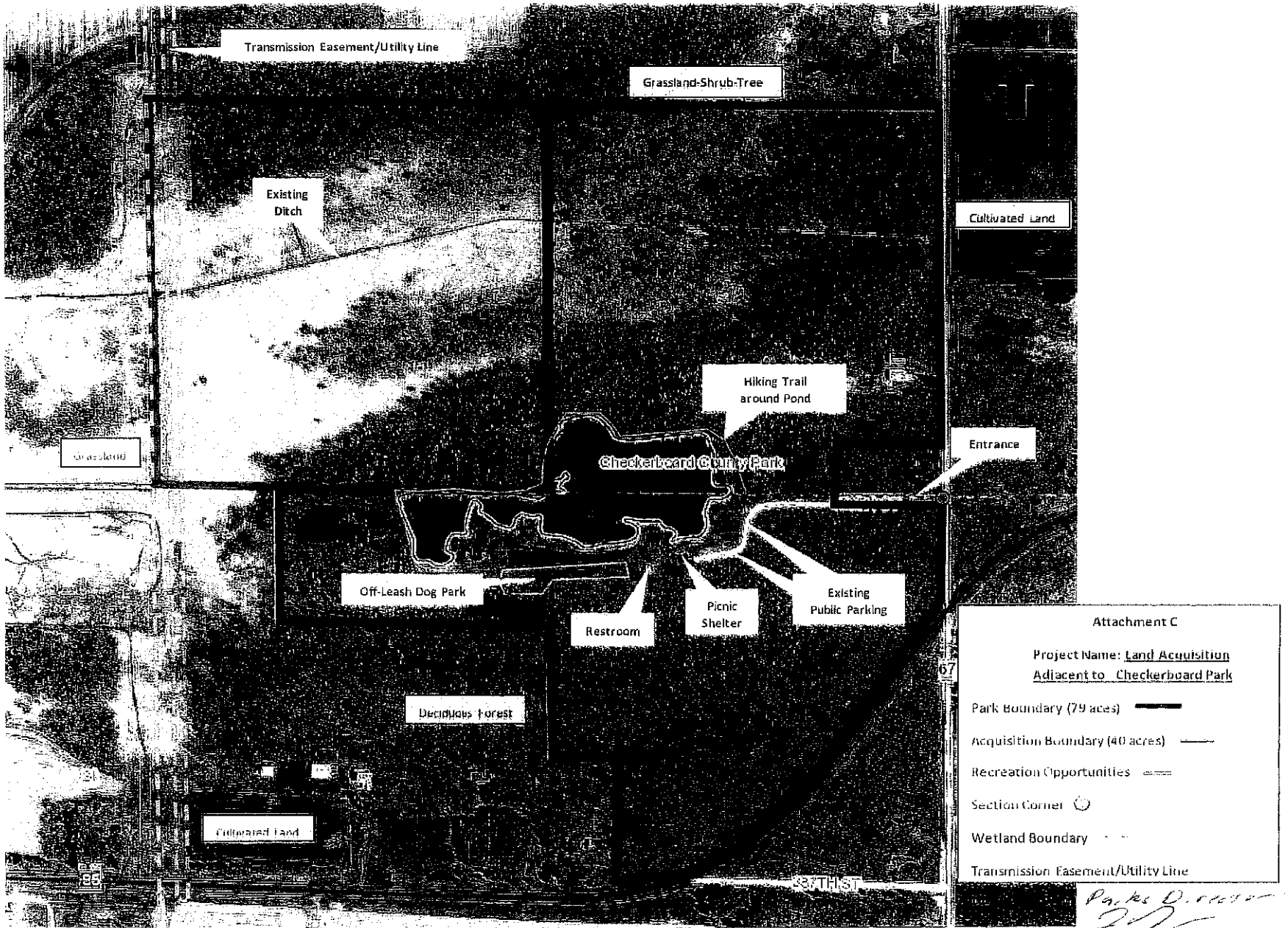
Minnesota Statute 116P.16 requires an annual verification to the LCCMR that purchased

property remains in the use for the project to which the state appropriated money. By December 1 each year, a recipient of an appropriation from the trust fund that is used for the acquisition of an interest in real property must submit annual reports on the status of the real property to the Legislative-Citizen Commission on Minnesota Resources in a form determined by the commission. The responsibility for reporting under this section may be transferred by the recipient of the appropriation to another person who holds the interest in the real property.

The Grantee is responsible for the reporting requirements under 116P.16.

3. Restoration Plan <<if applicable>>

For new land acquired, the Grantee must prepare a restoration and management plan that, to the degree practicable, is consistent with the highest quality conservation and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success of the restoration projects. The plan must include the proposed timetable for implementing the restoration, including site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and take advantage of the best available science and include innovative techniques to achieve the best restoration, including sufficient funding for implementation.





June 30, 2021

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

RE: County of Chisago, Checkerboard County Park

Dear Mr. Tart:

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

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

Sincerely,

A handwritten signature in cursive script that reads 'Erika Rivers'.

Erika Rivers, Director
Division of Parks and Trails

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 13
Title of Item for Consideration: Swedish Immigrant Trail "Segment C" / State Park Feasibility Study Report	
Action Requested by: Kurt Schneider	Department: Environmental Service/Parks
Previous Action on this Matter: Chisago County was awarded a reimbursement grant of \$2,254,000 from the Legislative Citizens Commission on Minnesota Resources (LCCMR) of Natural Resource Trust Fund; Ref. M.L. 2018, Chp. 214, Art. 4, Sec. 02, Subd. 09e. The project is also supported by two Joint Powers Agreements between Chisago County and the Department of Natural Resources. Consulting Engineer WSB was competitively selected to engineer and perform construction and project management services and their Professional Technical Services Agreement was presented and approved on February 20, 2020. Construction elements of the project were fully completed in 2020/21. On August 5, 2020 the WSB Professional Services Contract was amended and Board approved to include additional "Segment C" study intended to identify site alignment possibilities and constraints thru the balance of the State Park from Taylors Falls City Hall to the Hill Street neighborhood and Taylors Falls Community Center.	
Background: The grant funded "Segment H" Swedish Immigrant Regional Trail construction activities through Interstate State Park to the Taylors Falls City Hall are fully complete. In conjunction with the active construction portions of this project, significant cultural and environmental review intending to find a feasible route for the trail to extend further was also completed. Known as the "Segment C" study area within Segment H, the process was carried out intending to identify site alignment possibilities and constraints thru the balance of the State Park from Taylors Falls City Hall to the Angel's Hill Historic District neighborhood and Taylors Falls Community Center. In the ongoing coordination and collaboration with the DNR concerning the feasibility of such a trail extension, both original and expanded areas of study within the State Park have been thoroughly evaluated. Significant collaboration by and between the DNR Trails and State Parks Division(s) and the County have resulted in a completed Feasibility Report and the identification of a feasible northerly route thru the State Park and connecting to the historic Angel's Hill District neighborhood. The Study further evaluates and sought input on various trail construction and connection opportunities that could be implemented using existing city right of way through the Angel Hill neighborhood (Military Road Options 1, 2, and 3) with eventual termination at the Memorial Community Center (Government Street Options 1, 2, and 3). In total, grant funding supported a final budget allocation of over \$113,000 in evaluating and carrying out the environmental and cultural review work within Segment C. The resulting feasibility report has been finalized and is hereby presented. Attachment(s): • Swedish Immigrant Trail Segment C Feasibility Study Report 6/30/21	

- Appendix A Community Survey Memo

Action Requested/Recommended: The County Board is respectfully requested to receive the Swedish Immigrant Trail Segment C Feasibility Study Report. The following motion is suggested:

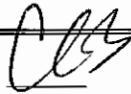
“Move to accept and receive the June 2021 Swedish Immigrant Regional Trail Segment C Feasibility Study Report”

Implications of Action: Board acceptance of the feasibility report concludes the grant funded project. Construction of a “Segment C” trail in the future will require continued and extensive collaboration with State Parks and Trails Divisions and significant collaboration and cooperation of numerous stakeholders. Due to the extent of potential public right of way usage and engagement of the Angel Hill Historic neighborhood, it is highly likely that a successful future project will require the City of Taylors Falls to be extensively involved, perhaps as the lead agent of future grant and construction actions.

Budget/Financial Implications: There are no financial implications in receiving the feasibility report.

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 _____



SWEDISH IMMIGRANT TRAIL – SEGMENT C

JUNE 2021

PREPARED FOR:

CHISAGO COUNTY
313 N MAIN STREET
CENTER CITY, MN 55012

PREPARED BY:

WSB
701 XENIA AVENUE SOUTH, SUITE 300
MINNEAPOLIS, MN 55416

Title Sheet

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1. INTRODUCTION

Since 1993, Chisago County has been planning and constructing different segments of the Swedish Immigrant Regional Trail. When all segments are complete the trail will connect the Sunrise Prairie Trail to Taylors Falls. The most recent segment of the Swedish Immigrant Regional Trail, the Interstate State Park segment, was completed in October 2020.

Chisago County is preparing an alignment study assessing potential trail alignment options for the eastern-most segment of the Swedish Immigrant Regional Trail (Segment C). The eastern portion of the trail corridor now connects from Tern Avenue to Interstate State Park and the trailhead at the Taylors Falls City Hall. One proposed segment remains between the City Hall and Taylors Falls Community Center. Through input gathered from key stakeholders and the public, the goal of the study is to identify a preferred alignment option for this segment of the trail.

In 2018, Chisago County received a grant to conduct this study from the Environmental and Natural Resources Trust Fund through the Department of Natural Resources (DNR). At this time, County staff began working with the DNR to assess the options for completing the trail through the Interstate State Park, which is owned and operated by the DNR, and finally to the Taylors Falls Community Center. Interstate State Park is home to various cultural and natural resources and input from the DNR, stakeholders, and the public is key to successful completion of the trail. During review of the resources present within Interstate State Park, the DNR requested evaluation of both an expanded area within Interstate State Park as well as an alignment north of the State Park, along County State Aid Highway 20 (1st Street). The preliminary planning process, including the evaluation of the resources and potential impacts involved a significant investment, in excess of \$100,000.

There is currently no timeline for future funding pursuits by the County or City which would carry this connection into detailed design and construction, but a successful feasibility analysis may lead to future funding and construction efforts.

1.1. Swedish Immigrant Trail Overview

The Swedish Immigrant Trail will be approximately 20 miles in length, when all future segments are fully complete, and travels through the Chisago Lakes area through Wyoming, Chisago City, Lindstrom, Center City, Shafer, and Taylors Falls (Exhibit 1). The western end of the trail starts at the Sunrise Prairie Regional Trail and ends at Taylors Falls on the east end. This trail provides a safe route for recreation and alternative transportation, while interpreting and celebrating the Swedish immigrant history of Chisago County. The trail primarily utilizes an abandoned railway corridor that parallels Highway 8. Six segments of the trail have been constructed, with the most recent construction through Interstate State Park in 2020, ending at the new trailhead at Taylors Falls City Hall. The final proposed eastern-most segment of the trail is between this trailhead and Taylors Falls Community Center.

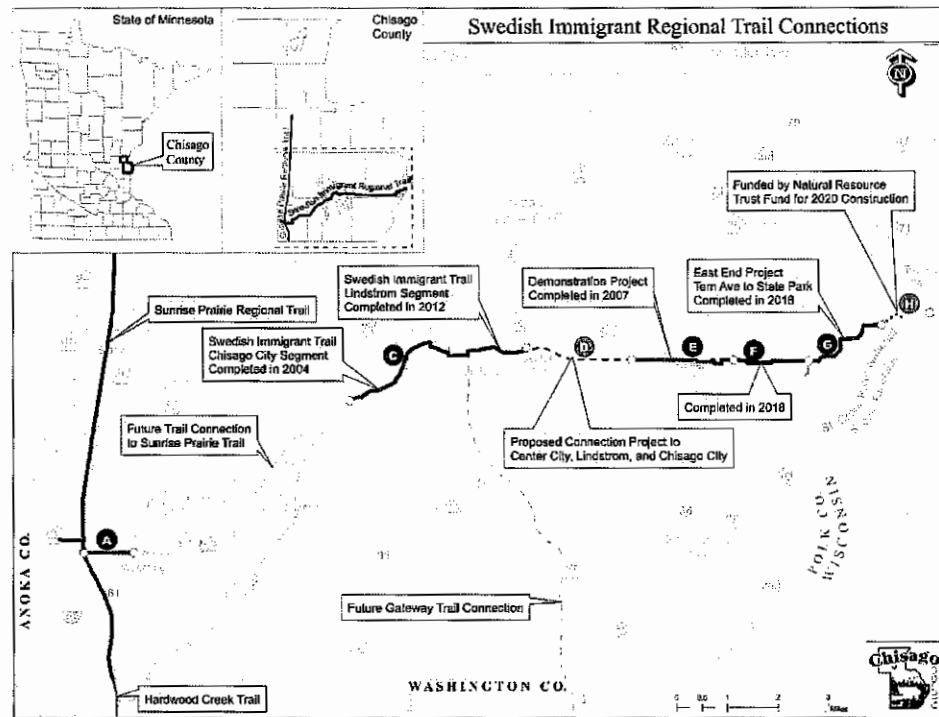


Exhibit 1: Swedish Immigrant Trail Overview

The Swedish Immigrant Trail celebrates the Swedish immigrant history of Chisago County and provides interpretive opportunities along the route.

The eastern-most trail segment being reviewed through this feasibility study is between the trailhead located at Taylors Falls City Hall and the Taylors Falls Community Center. Options for the alignment of this segment include an alignment that bisects Interstate State Park (Initial, Southern Alignment) and one that parallels CSAH 20, Military Road, and Government Street (Northern Alignment).

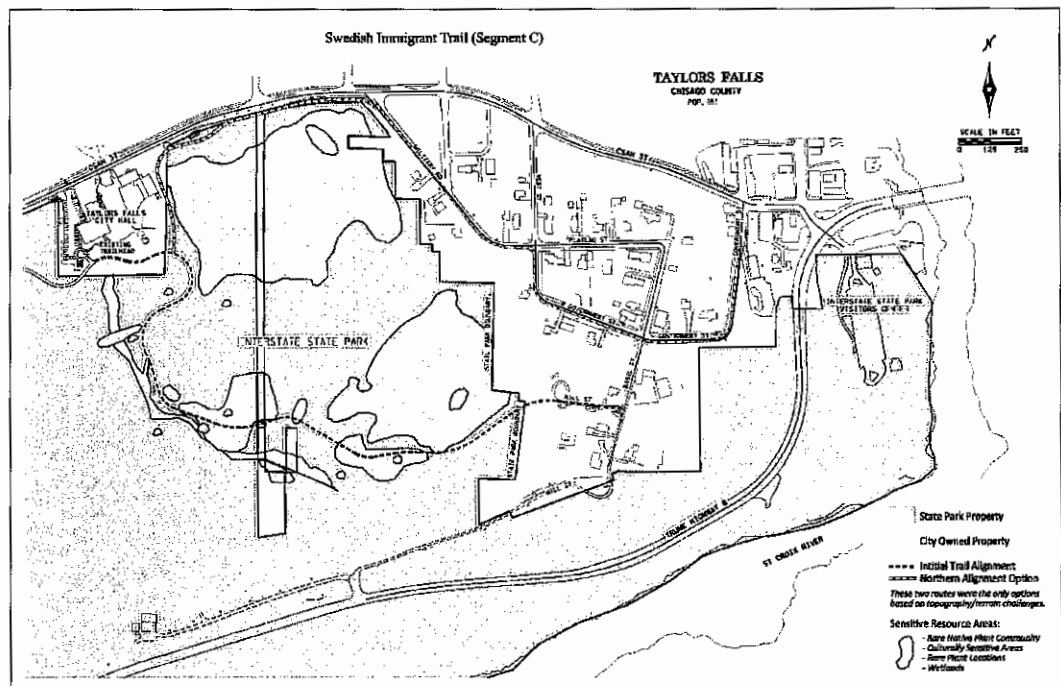


Exhibit 2: Segment C Alignment Options

2. TRAIL ALIGNMENT STUDY PLANNING PROCESS

Over the past 2 years Chisago County has been working extensively with the DNR to evaluate a potential east end connection from the trailhead at Taylors Falls City Hall to the Memorial Community Center in Taylors Falls. This final connection presents unique challenges due to the terrain, presence of significant cultural and natural resources, and community impacts.

The County initially evaluated a trail alignment through Interstate State Park to the south and east of Taylors Falls City Hall and connecting to Hill Street (Initial, Southern Alignment). An original alignment was studied through this area and several resource investigations were conducted. Following initial coordination, the DNR requested that the study area be expanded, and resource studies be conducted through the expanded area. Through the preliminary design and resource investigations it was discovered that the original and expanded Southern Alignment contains two archaeological and two architectural sites, many oaks, maples, basswood and other hardwoods, 20 occurrences of three different rare plant species, a wetland and an intermittent stream. During the two-year study period the County and the DNR coordinated closely to evaluate whether varying alignments of the southern trail option could significantly reduce or eliminate impacts to the natural and cultural resources, while still maintaining proper trail design standards over the varying and steep terrain. After this thorough evaluation, the DNR (controlling landowner) deemed the Southern Alignment not feasible due to the potential significant impacts to the cultural and natural resources. Due to this determination the DNR requested that Chisago County evaluate an alternate trail alignment. That alignment, referred to as the 'Northern Alignment', would route the trail from the existing trailhead along the south side and then the east side of the Taylors Falls City Hall property. The trail would then parallel CSAH 20 (1st Street) to the east to Military Road, run along the southwest side of Military Road to West Street, then on the west and south side of West Street and Government Street and terminate at the Community Center.

The preliminary design and potential resource impacts of the Northern Alignment was discussed between the County, the City, and the DNR. The Northern Alignment was considered in two segments. The first segment extending from the trailhead at the Taylors Falls City Hall up to and along CSAH 20 (1st Street) and east to Military Road. The second section extends within/along established road right-of-way of Military Road to West Street, along West Street to Government Street, and then along Government Street to the Taylors Falls Community Center. The County presented preliminary design information for the first segment to the City and the DNR regarding trail alignment, trail grades, geological formation impacts, the potential need for retaining walls along CSAH 20, tree impacts, and impacts to natural springs. The County also presented preliminary design information for the second segment to the City and DNR regarding placement of the trail in relation to the neighborhood streets, potential impacts to the streets and properties, and the trail grades. Based on these discussions each agency agreed there would be challenges with the Northern Alignment, however, the DNR agreed that the northern route was a feasible trail alignment option and the Southern Alignment connecting to Hill Street was not. The City of Taylors Falls indicated that there would be a need for public engagement for the Northern Alignment due to impacts to the historic neighborhood, the Angel's Hill Historic District.

The County also evaluated an option that would route the trail along CSAH 20 (1st Street) from the City Hall to Government Street / Bluff Alley in downtown Taylors Falls. However, there is significant grade (greater than 8%) along the entirety of this route that would not meet standards for trail grades. The length of this grade is approximately 0.5 mile. The steep grade would require that bikers dismount their bicycles and walk for that distance. It is unlikely that trail users would dismount their bicycles and walk for 0.5 mile. In addition, routing the trail along CSAH 20 to downtown Taylors Fall would create significant private property and overhead utility impacts. Due to the safety implications and stated impacts, the County deemed this option not feasible for further preliminary design and assessment.

2.1. Study Objectives

The goal of the trail alignment study is to identify a preferred and feasible trail alignment for Segment C of the Swedish Immigrant Trail based on agency evaluation, controlling landowner acceptance (DNR), and public input on potential options.

2.2. Stakeholder Input

A project management team (PMT), which consisted of Chisago County staff, DNR staff, and consultant staff, met regularly during planning process to provide guidance, insight into technical questions, and explore options. After thorough evaluation of the original and expanded potential southern alignment through Interstate State Park, the DNR deemed that option not feasible and requested that an alternate route, the Northern Alignment, be evaluated.

2.3. Preliminary Alignment Development

Chisago County prepared layouts showing a Southern Alignment through Interstate State Park as well as options for a Northern Alignment (Exhibit 2). The preliminary layouts for the Northern Alignment include various trail options along both Military Road/West Street and Government Street. These options are described below.

Southern Alignment

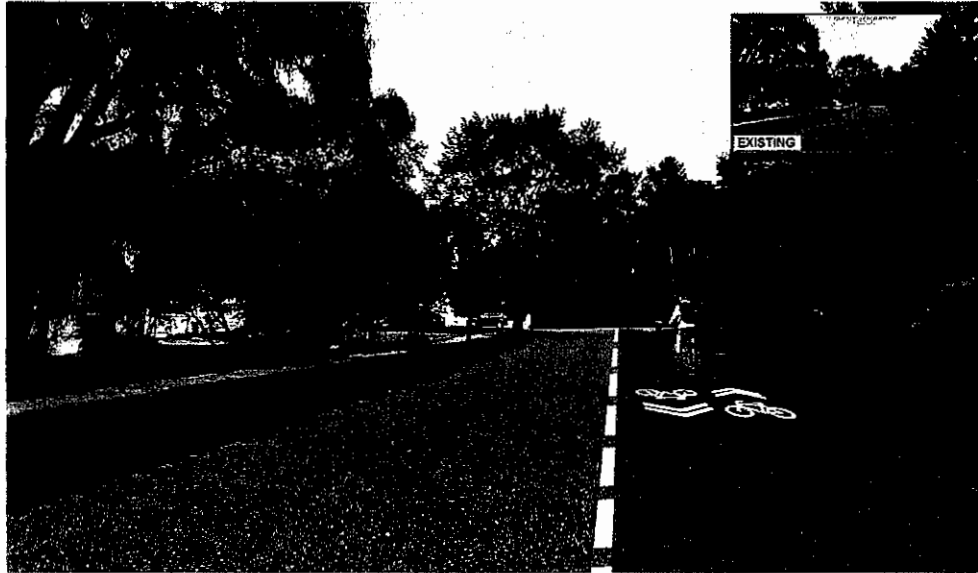
The Southern Alignment would route the trail through Interstate State Park to the south and east of Taylors Falls City Hall and connect to Hill Street.

Northern Alignment

The Northern Alignment would route the trail from the existing trailhead along the south side and then the east side of the Taylors Falls City Hall property. The trail would then parallel CSAH 37 / CSAH 20 to the east to Military Road, run along the southwest side of Military Road to West Street, then on the west and south side of West Street and Government Street and terminate at the Community Center. Various trail options along Military Road/West Street and Government Street are outlined below.

Military Road/West Street

Trail Option 1 includes an on-street bike lane placed on the southwest edge of Military Road. This would apply to West Street as well. This option would still allow two-way vehicle traffic on the road.

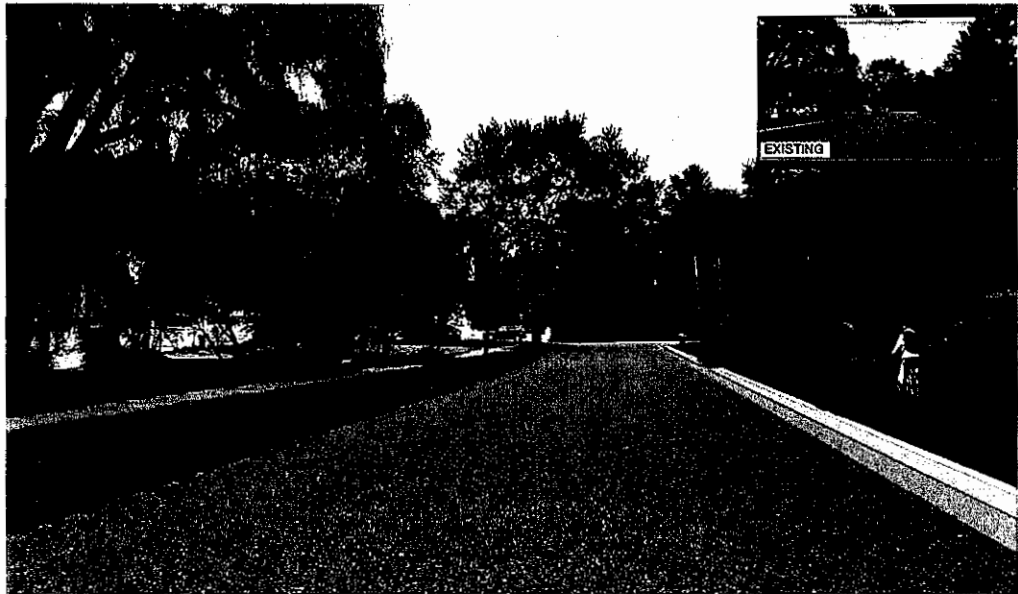


Military Road - Trail Option 1

wsb[®]

Exhibit 3: Military Road – Trail Option 1

Trail Option 2 includes an off-street trail placed behind a new curb that would be placed on the southwest side of Military Road. This would apply to West Street as well. This option would require storm sewer additions to the southwest side of the street to perpetuate drainage.

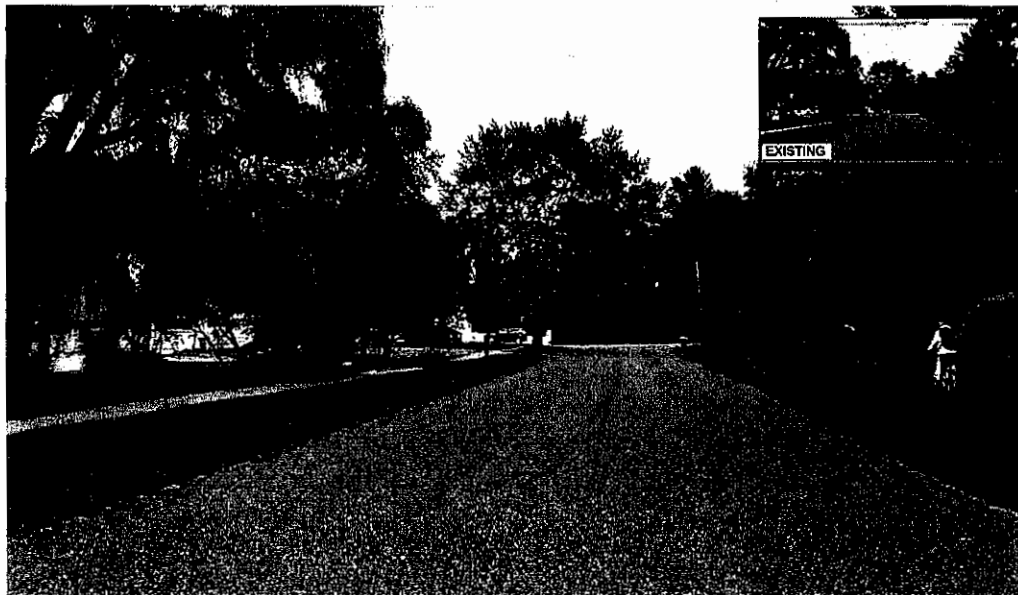


Military Road - Trail Option 2

wsb

Exhibit 4: Military Road – Trail Option 2

Trail Option 3 includes an off-street trail placed approximately 5 feet off the edge of the southwest side of Military Road. This would apply to West Street as well. This option would require culvert and storm sewer additions to the southwest side of the street to perpetuate drainage.



Military Road - Trail Option 3

wsb

Exhibit 5: Military Road – Trail Option 3

Government Street

The steep grade of this segment of Government Street (14-16%) does not allow safe bicycle usage. Trails steeper than 5% require mitigation, such as resting pull offs on the

side of the trail. The existing walk and retaining wall on the west side of Government Street and the sharp drop off on the east side prohibits this. Therefore, bicycles would need to be dismounted prior to traversing the hill. Three options were developed that would involve bike walking lanes.

Trail Option 1 includes an on-street bike walking lane. The lane would include robust signage instructing users to dismount their bicycles at Basil Street and at the Community Center and to walk them up or down the hill. The west sidewalk would remain for pedestrian use. This option would allow two-way vehicle traffic.



wsb^{ny}

Exhibit 6: Government Street – Trail Option 1

Trail Option 2 includes an on-street bike walking lane and robust signage similar to Option 1. However, this option would convert Government Street to a one-way street. The travel direction could be either one-way south up the hill or north down the hill and would be determined during final design and based on public and city input.

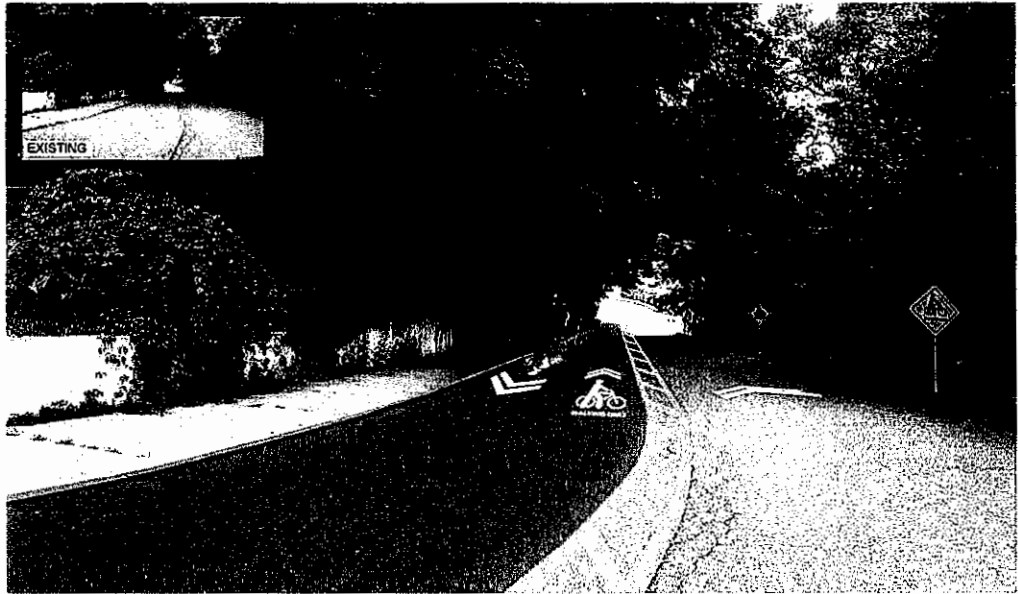


Exhibit 7: Government Street – Trail Option 2

Trail Option 3 includes an off-street bike walking trail with robust signage similar to what is described in Option 1. The trail would be placed on the widened concrete walk that is separated from the roadway by a new curb that would be placed along the west side of the road. Pavement markings would delineate the bike walking trail from the pedestrian walking area on the expanded concrete walk. Option 3 would convert Government Street to a one-way street. The travel direction could be either one-way south up the hill or north down the hill and would be determined during final design and based on public and city input.

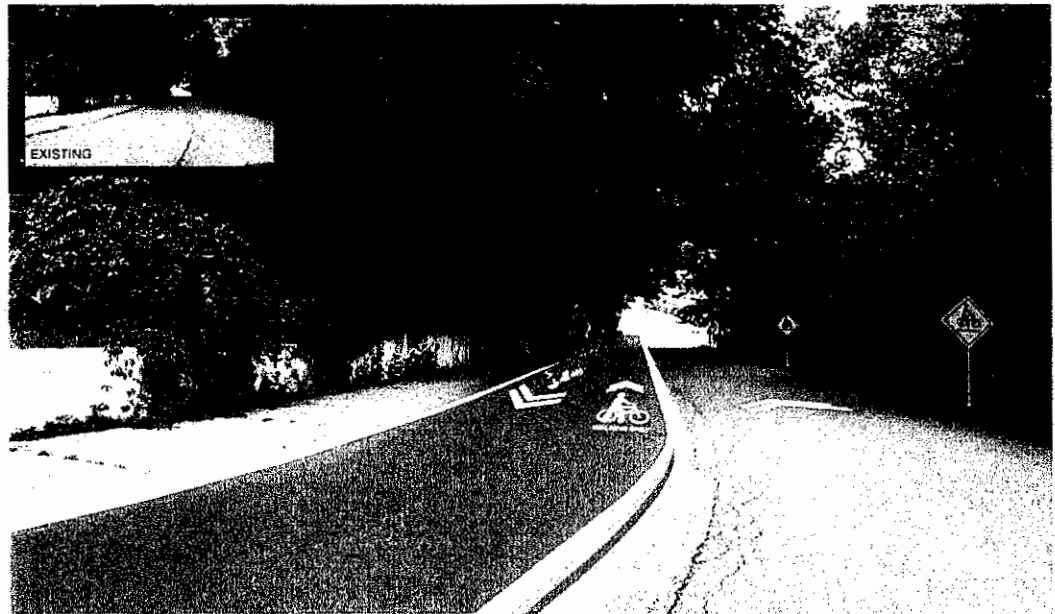


Exhibit 8: Government Street – Trail Option 3

3. RESOURCE ANALYSIS

Throughout coordination with the PMT the potential for significant resources along the proposed routes was identified. The County, in close consultation with the DNR, completed detailed site research and investigation for various resources, including archeological sites, rare plants species, significant trees, and wetlands. Each of these resources, and the results of the investigations are described below.

3.1. Archeological Resources

The proposed project is subject to review under the terms of Section 106 of the National Historic Preservation Act and subject to review under the Minnesota Field Archaeology Act (Minn. Stat. Ch. 138). The laws require a cultural resource survey be completed as part of compliance related studies.

Cultural Resource Assessments were completed for the proposed trail alignments. The Southern Alignment was investigated in 2019 and the Northern Alignment in 2020. The Area of Potential Effect (APE) for the proposed project is limited to the area where potential ground disturbing activity may occur. The Cultural Resource Assessments consisted of both a literature search at the Minnesota State Historic Preservation Office (SHPO) and through the Office of the State Archaeologist (OSA) Online Portal and field visit.

The literature search identified several previously recorded archaeological sites and previously inventoried architectural sites within a one-mile radius of the APE. One previously recorded architectural site, Angel's Hill Historic District, crosses the APE for the Southern Alignment and is listed on the National Register of Historic Places (NRHP).

A field survey was completed in August 2019 for the Southern Alignment and August 2020 for Northern Alignment. The results of the surveys were reviewed with the DNR's Cultural Resource Program Manager.

Southern Alignment

The proposed Southern Alignment route bisected two archaeological and two architectural sites. If the Southern Alignment were chosen, additional work including but not limited to detailed archival research, fieldwork to refine site boundaries, and recording and documenting individual site features would be required. Given the potential significance of the cultural resource impacts, the DNR recommended that this route option be eliminated from consideration.

Northern Alignment

All shovel tests completed within the Northern Alignment during the field survey were negative, meaning that no cultural resources were discovered. In consultation with the DNR, a visual APE was determined due to the APE crossing the northern boundary of the Angel's Hill Historic District. A Phase I architectural survey was completed on buildings that could be seen from the APE. Six buildings were determined to be potentially eligible for listing in the NRHP, but a trail along this proposed alignment would not impact those buildings. The built environment has been altered significantly with a highway, modern utilities and changes to the landscape. Based on these findings and the heavily built urban landscape, existing modern utilities, current vegetation and basalt outcroppings, there is No Adverse Effect on Historic Properties from the Northern Alignment, and it remains under consideration.

3.2. Tree Inventory

Interstate State Park is a densely forested area that contains many oaks, maples, basswood and other hardwoods. Maples are an important species within the site and a historic maple syrup/sugar collecting and processing location is located within the park. Construction of a trail will require removal of select trees. A tree inventory was completed through the proposed alignment corridors to identify significant trees that should be saved and protected. Both Alignments would involve the need for tree removal, though the Northern Alignment would require removal of fewer trees and is farther in distance from identified protected/threatened tree species.

3.3. Rare Species

Various rare species were noted to occur within and near the project area. Review and coordination with the DNR noted the following species: least moonwort (*Botrychium simplex*), late hawthorn (*Crataegus calpodendron*), stemless tick trefoil (*Desmodium nudiflorum*), witch-hazel (*Hamamelis virginiana*), butternut (*Juglans cinerea*), and American ginseng (*Panax quinquefolius*).

Field surveys were conducted during June and August 2019 and in July and August 2020 to document presence of the above species, and others, within the alternative alignments.

Southern Alignment

The surveys resulted in the detection of three state-listed species:

- stemless tick trefoil (state-Threatened) – one individual identified within the Southern Alignment.
- butternut (state-Threatened) – 16 individuals identified throughout the Southern Alignment.
- rough-seeded fameflower (*Phemeranthus rugospermus* – state-Threatened) – three individuals identified within the Southern Alignment.

The Southern Alignment would have the potential to impact several rare species. As a result, the DNR requested this alignment be removed from consideration.

Northern Alignment

The surveys resulted in the detection of one state-listed species:

- salted shell lichen (*Coccocarpia palmicola* – state-Threatened) – located near, but outside of, the Northern Alignment. This species is one of only four documented populations in Minnesota.

The Northern Alignment would not impact rare species.

3.4. Wetland Delineations

Another important resource to consider are wetlands. A wetland delineation was completed with the two alignment corridors. Two wetlands were determined to exist within the study area and are described below.

Southern Alignment

One wetland, a Type 2 wet meadow, is located within the southeast portion of the Southern Alignment corridor. Because of the steep grades throughout the area, avoidance of this wetland during construction would be difficult.

An intermittent stream is also located within the Southern Alignment.

Northern Alignment

One wetland, a Type 1 seasonally flooded basin, is located along the 1st Street roadside ditch. Because of the steep grades throughout the area, avoidance of this wetland during construction would be difficult.

If impacts are proposed, approvals may be required through Chisago County, the DNR, and the US Army Corps of Engineers.

4. PUBLIC INPUT

Various stakeholders involved with the evaluation of the alignment alternatives included Chisago County, the DNR, the City of Taylors Falls, and the public. Following evaluation of the resources present within the original and expanded Southern Alignment corridor, the DNR informed the County that going through Interstate State Park would not be feasible due to this presence of the various significant natural and cultural resources.

Evaluation of the Northern Alignment involved additional coordination with the City of Taylors Falls and the community. Chisago County collected community feedback to determine which Northern Alignment route would bring the trail to completion at the Memorial Community Center. A citywide mailing took place providing residents a postcard with website and survey information. Informational yard signs were placed in the area and along existing trail locations which directed the public to the online survey. Twenty-nine individuals responded to the survey; 25 of them were residents of Taylors Falls. The Military Road/West Street Option 1 received the most (10) favorable votes. However, there were also objections to locating the northern trail alignment through the Angel's Hill Historic District. A memorandum outlining these responses and the overall community involvement process is in **Appendix A**.

5. SUMMARY AND COST ESTIMATE DEVELOPMENT

The trail alignment planning process studied trail routing options with considerations to impacts to the environment within the study area. A great deal of collaboration between the DNR and county team of project professionals and county staff occurred. Due to the potential for significant impact to cultural resources, rare species, significant trees, and wetlands the DNR indicated that the entirety of the original and expanded Southern Alignment corridor should be eliminated from consideration.

The Northern Alignment option traverses DNR lands of significant but manageable slope and does not present significant cultural, natural, or archeological impacts within the State Park. The Northern Alignment offers various options for on- and off-street trail alignment and design within existing public road right-of-way. This route will be located within a Historic District, so the public input provided will be an important factor in selection of the final route. Based on the resource analysis and initial feedback from the community the Military Road/West Street Option 1 alignment is the most feasible alignment alternative at this time.

Evaluation of construction costs for potential northern trail options is also a key component to consider when determining the preferred Northern Alignment. Below is a summary of the estimated construction costs for the different northern trail alignment options from Military Road to the Community Center. The segment of the Northern Alignment from the trailhead at City Hall to Military Road is a single option and therefore the estimated cost does not vary and is not included.

- Military Road and West Street – Option 1: \$167,000
- Military Road and West Street – Option 2: \$326,000
- Military Road and West Street – Option 3: \$234,000
- Government Street (East of Basil Street) – Option 1: \$79,000
- Government Street (East of Basil Street) – Option 2: \$85,000
- Government Street (East of Basil Street) – Option 3: \$168,000

There is currently no immediate timeline for future funding pursuits by the County or City which would carry this connection into detailed design and construction, but this identification of a feasible alignment may lead to future funding and construction efforts.

APPENDIX A – COMMUNITY SURVEY

Memorandum

To: Nic Hentges, WSB Project Manager
From: Dan Pfeiffer, WSB Public Engagement
Date: 6/8/2021
Re: Swedish Immigrant Trail Segment C
WSB Project No. 016031

Project Overview

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

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

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

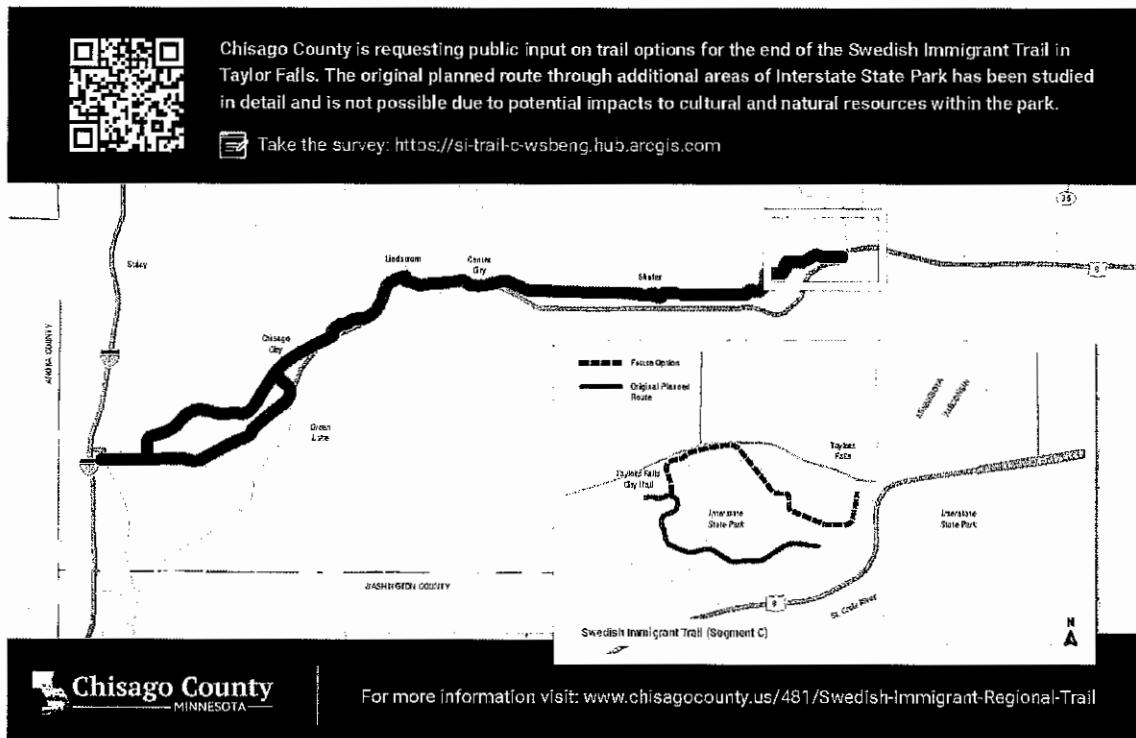


FIGURE 1. POSTCARD BACKSIDE

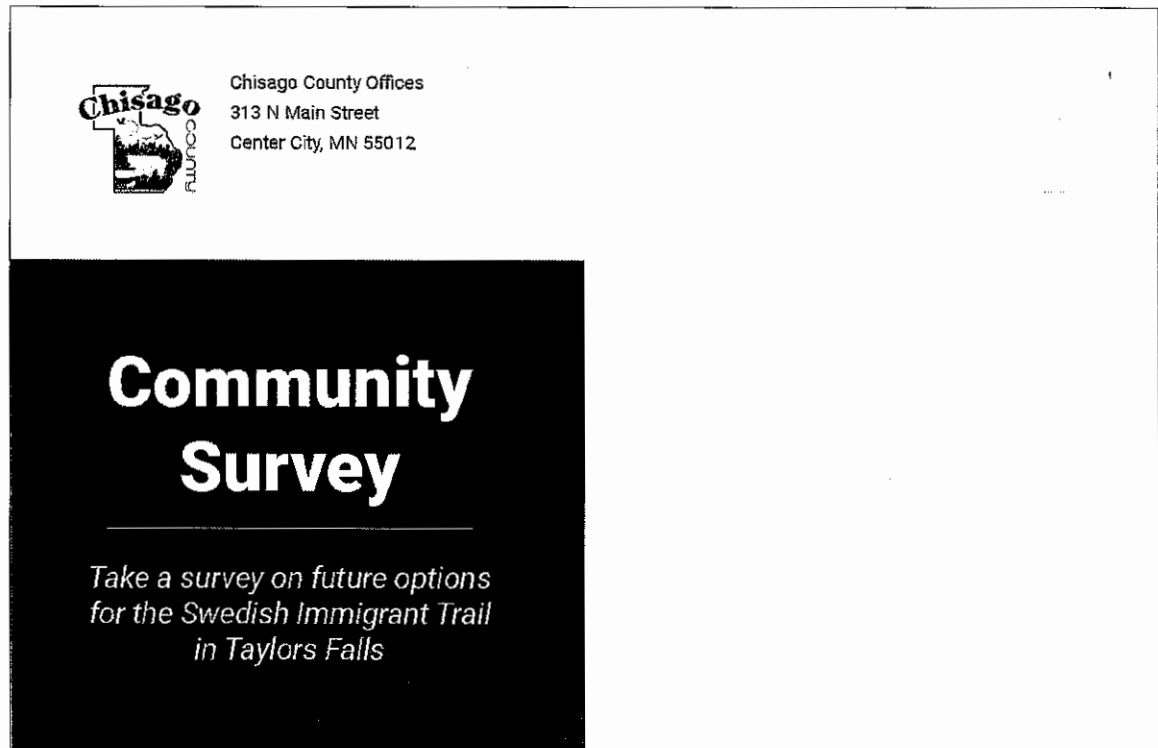


FIGURE 2. POSTCARD FRONTSIDE

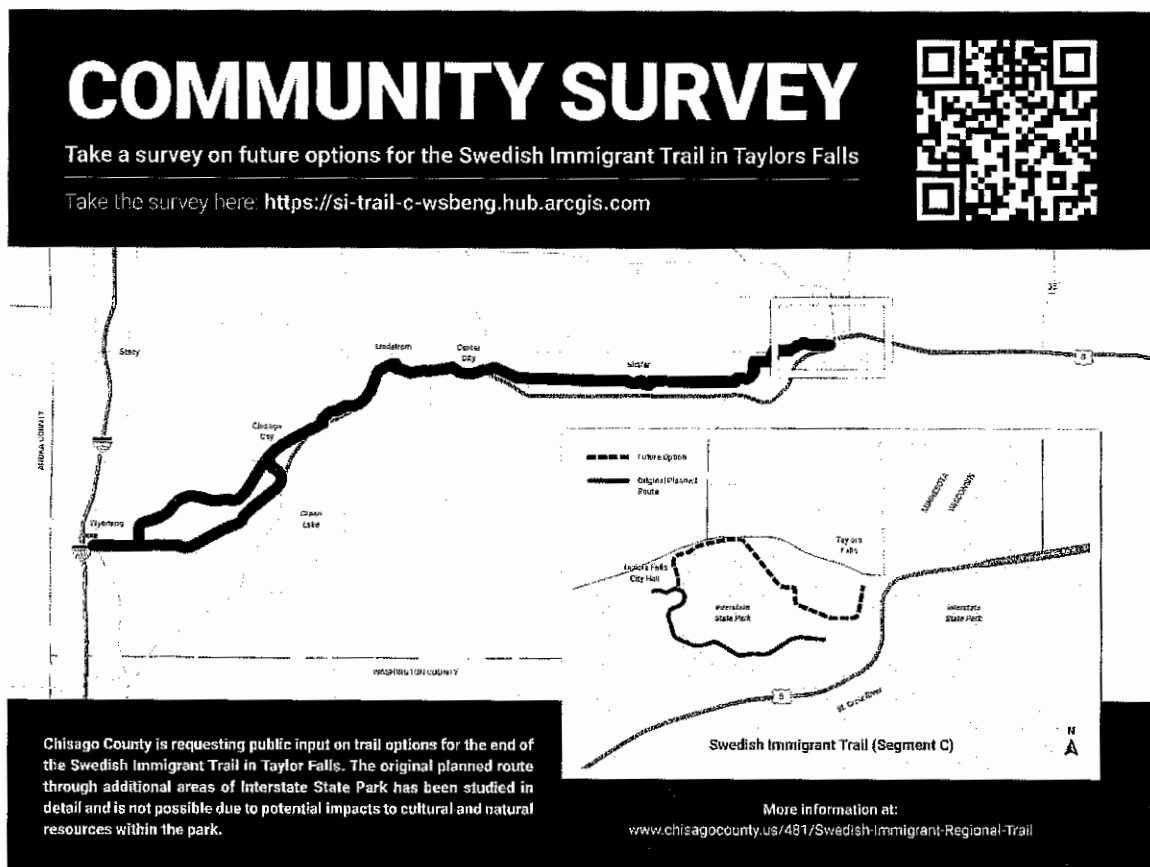


FIGURE 3. YARD SIGN



FIGURE 4. YARD SIGN AT GOVERNMENT STREET AND FIRST STREET



FIGURE 5. YARD SIGN AT TRAIL HEAD NEAR CITY HALL



FIGURE 6. TRAIL ENTRANCE BETWEEN SHAFER AND TAYLORS FALLS



FIGURE 7. TRAIL ENTRANCE ON RYDEEN AVE

Survey Option Specifics

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

Military Road and West Street - Option 1

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

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



Figure 1: Option 1 - On-street bike lane

wsb

Military Road and West Street - Option 2

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

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

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



Military Road and West Street - Option 3

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

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

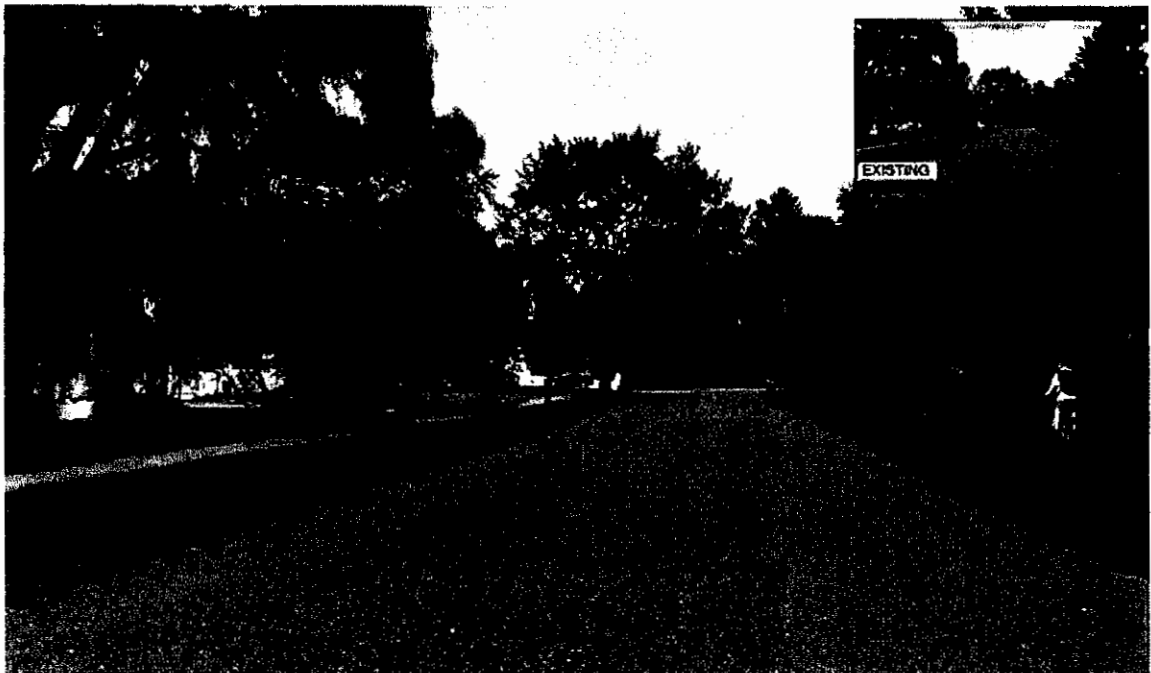


Figure 1: Military Road and West Street

WSB

Government Street - Option 1

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

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

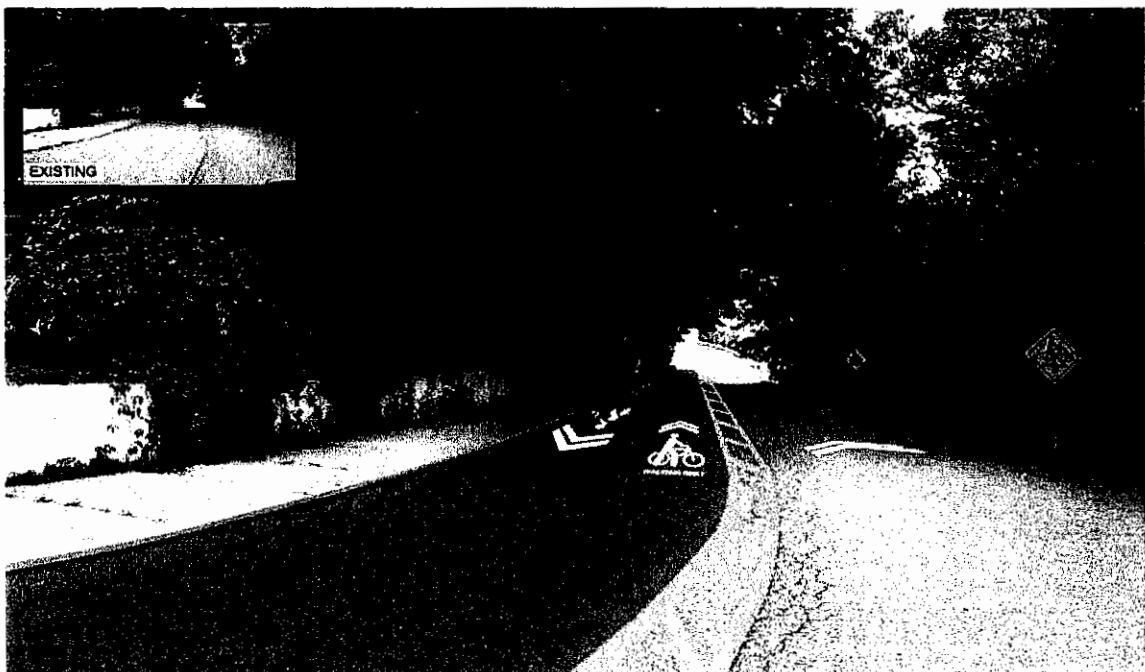


WSD

Government Street - Option 2

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

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

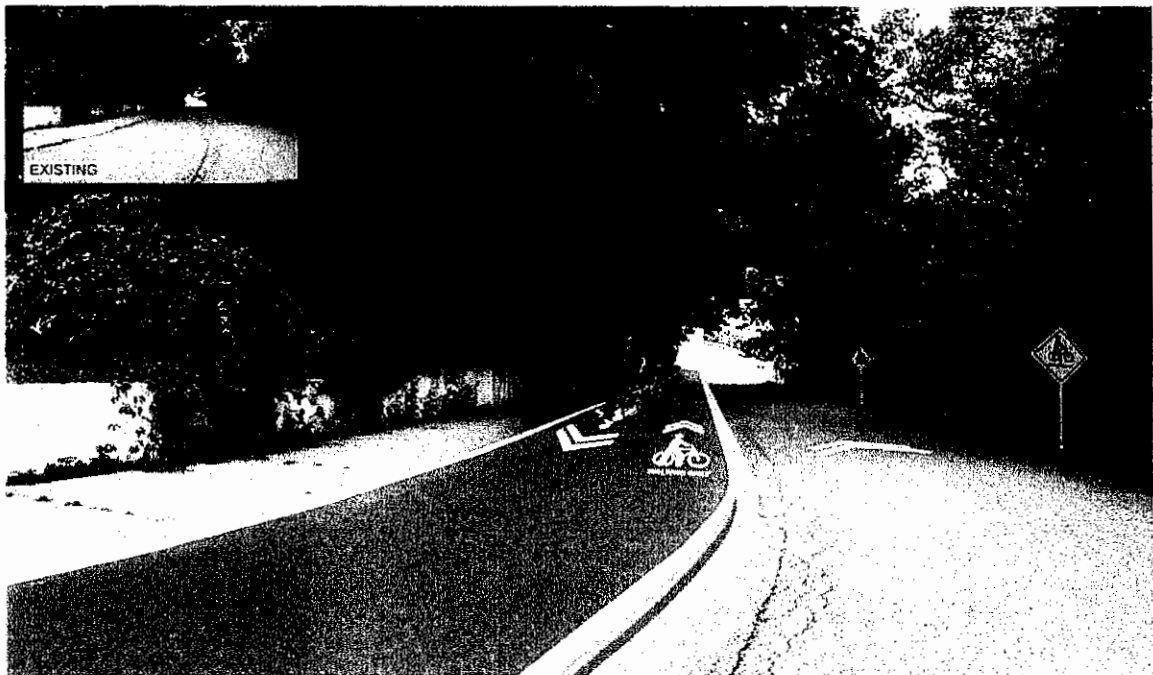


wsb¹⁴

Government Street - Option 3

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

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



Government Street - Trail Option 3

WSO³

Summary

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

Survey Methods and Data Description

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

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

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

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

Strengths and Limits of the Data

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

Military Road/West Street Preferences

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

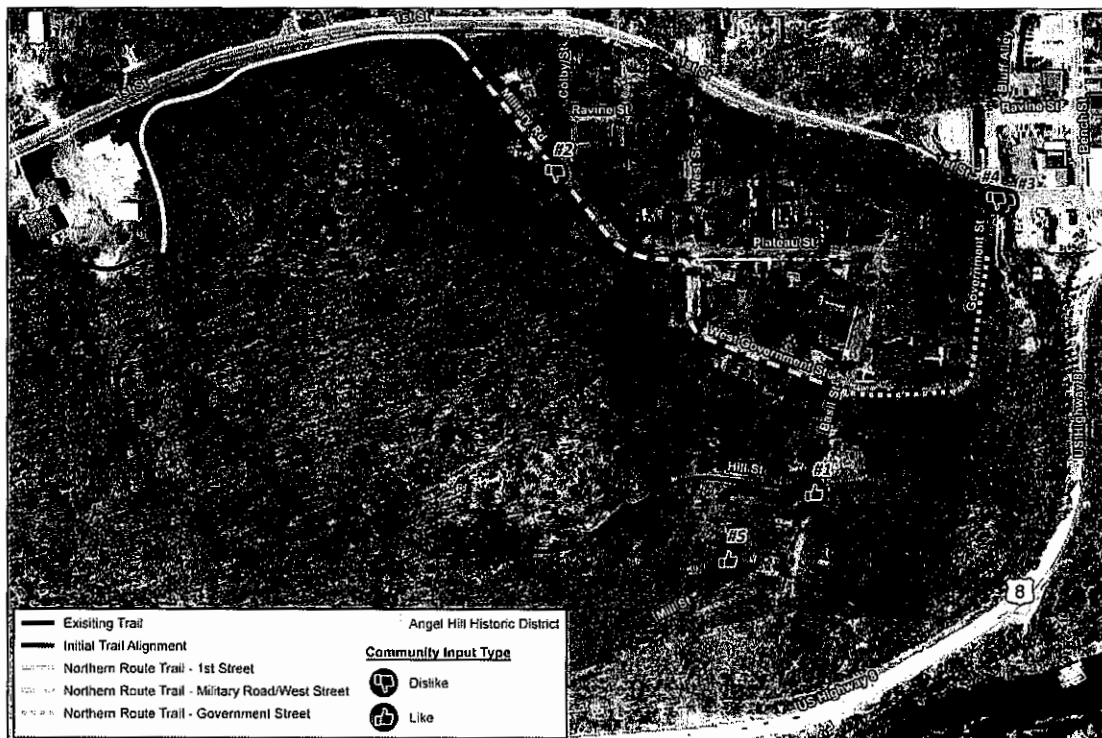
Option 1 can be clearly identified as the preferred option because the number of people who indicated it as their preferred option is almost double the number of indicated preferences for any other option. Even with the combined total of eight 'other' responses, Option 1 is still the most preferred choice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

Discussion of Government Street Preferences

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

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

Community Comment Map



Community Comment Map Comments

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

Conclusion

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

Appendix A: Table of Survey Responses

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

Weekly		I like our city to have more sidewalks for safety thus I choose option 3 for both trails.	Juli Hobson	Option_3		Option_3		No
Weekly			John Hulden	Option_1		Option_2		No
Weekly			Patrick Tetrault	Option_2		Option_3		No
A_few_times_per_year			Ron Youngman	Option_1		Option_1		No
Weekly		The original route through the Park should continue to be explored. Segment B was accomplished by routing the Trail around similar obstacles. It is also the safest given the steep grades on CSAH 37 and Government Street.	Larry Julik-Heine	Option_1		Option_1		No
other	Weekly but often several times a week.	Please disregard survey. The Original route through the park is the safest route for segment C. It continues the natural beauty of segment B. Also its the safest considering the steep grades of CSAH 37 and Government Street. My wife and I ride our bikes to the trail several times a week. The grade on CSAH 37 up and down is a challenge and the traffic volume also presents a safety concern.	Larry Julik-Heine	other	The Original route through the park.	other	The Original route through the park.	No
Monthly		Still a steep grade going down (north) on all Government St. Trail options. Government St. Options 2 and 3 pictures suggest changing Government St. to one way (North only) for motorized vehicles; is this correct? Overall, very pleased that trail will not be disrupting the cultural and natural resources of Interstate Park. Perplexed as to why westward sections of trail are not more fully completed before discussions began on eastward "completion" when a beautiful trailhead already exists at Taylors Falls City Hall. Thanks	Troy Aanonsen, Administrator of St. Joseph's Catholic Church	Option_1		Option_3		Yes
Weekly			Chelsea Becker	Option_3		Option_3		No
Monthly		Minimal disturbance to natural resources should be paramount	Nick Arens	Option_1		Option_1		No

Weekly			Geralyn Aanonsen	Option_2		Option_3		Yes
Weekly		As noted above, please consider creating a bike lane on First Street (Chisago County 37) rather than routing traffic through the historic residential neighborhood. Many people walk here, including children and elderly residents. Routing bike traffic through the neighborhood would create a significant pedestrian hazard.	Seth Matters	other	Use First Street (Chisago County 37) instead of routing bike traffic through the historic residential neighborhood.	other		Yes
Monthly		Seems unfair to run the trail thru the Angel Hill neighborhood. Isn't it feasible to run the trail along 1st St? Since all the options require people to dismount does it really matter where the trail goes?	Mary Marotta	other	Option 1 or run the whole trail along 1st St.	other	Option 2 or run the whole trail along 1st St.	No
Weekly		I have uploaded my feedback.	Brad Christensen	other	Going through Angel Hill should not be an option at all.	other	Going through Angel Hill should not be an option at all.	No
A_few_times_per_year		My first choice would be to use First street to the bottom of the hill, then connect with Government street back up to the community center.	Randy Pearson	Option_1		Option_1		Yes
Weekly				Option_2		Option_2		No
Weekly						Option_3		No
Weekly		i think it will be unlikely that most bikers will dismount with out rumble strips, 1st street with a bike lane would be the most logical and low impact for historic district	fuller Cowles	Option_1		Option_1		No
Monthly		I am worried about the trail impact of the residents of Angel Hill. I also favor splitting the bike path and pedestrian path on the Government street option. I believe that if the biking and walking paths are adjacent, walkers will consistently walk in the bike lane which could lead to issues for both.	Sarah Hamel	Option_1		Option_1		No

Never		Ending the trail at the city building, or continuing the bike lane on First Street. Angel Hill lots are small and houses are close to the street, so this is not like other bike trails that are placed behind a tree line on large properties. A bike lane will compromise the character of this historic district and create potentially hazardous situations for many existing pedestrians who are frequently older and using assistive devices such as walkers and canes.	Deborah Mesplay	other	End the trail at the Taylors Falls City Building, or continue a bike lane down First Street. First is already well traveled and is not used by children or the elderly for leisure activities.	other	Again, I do not support the creation of a bike trail through the historic district. Such development would be dangerous for pedestrians who are often elderly. Angel Hill is a quiet neighborhood with a certain ambience that would be	Yes
other	I have used the trail, but would not in the future if the Angel Hill plan is approved.	See attached PDF	Monty Helm	other	None of the above options. I recommend using First Street as an option.	other	None of the above options. Each seem extremely dangerous and the street graphics violates the historical integrity of the Folsom House and the church.	Yes
A few times per year		To be clear, I do not support any alternative options to the original plan. Angel Hill is a jewel, a designated historical district as is my home on Military Road. It was built in 1861. We do not need unwelcome traffic and construction through our neighborhood. Please stop talking about grade. The steepest grade is 1st. If trail visitors can travel from City Hall down to Military Road, they can just as easily continue down 1st Street to the Community Center. I do not support any disruption abutting my property. It also angers me to learn that on the one hand you state you want community involvement yet on the other, you have not provided the Community Survey mailer to many of the households that	Virginia Murauskas	other	None of them.	other	None of them	Yes

Everyday		It is already dangerous to walk along the sides of these streets, especially if there are cars going in both directions. I have had to jump in the ditch or on to the shoulder of the road or street to avoid being hit by cars and trucks. Please don't make the streets even more narrow for pedestrians by taking away part of the existing streets for bike lanes. We need more sidewalks. We do not have enough sidewalks now in Taylors Falls to make it safe for residents and visitors to safely walk in our town.	Barb Anderson	other	These streets are already too narrow for both cars and people walking or biking.	other	This street is too narrow for both cars and people walking or biking.	No
Weekly		The curb options on both streets are the safest because it keeps vehicle traffic away from the trail. I also prefer the south oneway option up the hill on Government Street also because it is the safest option. Thank you.	Gregg Carlson	Option_2		Option_3		No
Everyday			Scott J Sheahan	Option_1		Option_1		No

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

To Whom It May Concern,

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

Monty Helm

Appendix C: Survey comments received via email

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

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

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

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

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

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

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 14
Title of Item for Consideration: Green and South Center Lakes Common Carp Catch Per Unit Effort (CPUE) Survey and Agreement	
Action Requested by: Kurt Schneider Director	Department: Environmental Services/Zoning - on behalf of the Chisago Lakes Lake Improvement District (CLLID)
Previous Action on this Matter: None	
Background: Common carp, native to Europe and Asia, was intentionally introduced into Minnesota waters as a game fish in the 1880's. Common carp are one of the most damaging aquatic invasive species due to its wide distribution and sever impacts in shallow lakes and wetlands. Their feeding disrupts shallowly rooted plants muddying the water. They release phosphorus that increases algae abundance. Carp induced declines in water quality causes declines of aquatic plants needed by waterfowl and fish. South Center Lake and Green Lake have been identified as having potentially high populations of common carp. The CLLID proposes to update the Common Carp population estimate on Green Lake and to gather population data on South Center Lake. The CLLID proposes to contract with WSB to conduct the survey. The primary tool for carp population and biomass estimate will be to complete a catch per unit effort (CPUE) survey using an electrofishing boat in the fall of 2021 over the course of three visits to each lake. Depending on the results of the survey, CLLID may undertake carp removal efforts in the future. The cost for WSB to conduct the CPUE survey will be \$8,385.00. This matter comes before the County Board of Commissioners because the cost to conduct the CPUE survey exceeds the purchasing authority of the CLLID, which is capped at \$5,000. Funds for the CPUE are in the approved FY 2021 CLLID Aquatic Invasive species budget, which is funded through a re-allocation of unused Lake Association partnership funds. No County levy dollars will be expended on the services agreement. The CLLID will consider this proposal at the September 13 Board meeting. It is anticipated that the CLLID Board of Directors will authorize issuance of the professional services agreement, contingent upon County Board approval and authorization of the expenditure. It is also anticipated that the CLLID Board of Directors will recommend that the Chisago County Board of Commissioners approve the expenditure Attachment(s): • 2021 Chisago County WSB CPUE Service Contract • WSB Green and South Center Lakes Common Carp CPUE Proposal July 12, 2021 – with yellow highlights. Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving and authorizing the expenditure of \$8,385.00 from the approved FY 2021 CLLID Aquatic Invasive Species budget, which is funded through a re-allocation of unused	

Lake Association Partnership funds for the Service Contract by and between Chisago County and WSB for the Chisago Lakes Lake Improvement District. The suggested motion to approve this action is as follows:

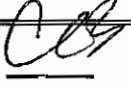
“Move to Approve and Authorize an expenditure not to exceed \$8,385.00 from the approved FY 2021 CLLID Aquatic Invasive Species budget, which is funded through a re-allocation of unused Lake Association Partnership funds for the Service Contract by and between Chisago County and WSB in support of Chisago Lakes Lake Improvement District Common Carp management.”

Implications of Action: Recommended Board action would provide important information on common carp population and density in South Center and Green Lakes in anticipation of a future carp removal project.

Budget/Financial Implications: The proposal is being brought before the County Board for consideration because the project in its entirety will exceed \$5,000. The funds are available in the approved FY 2021 CLLID Aquatic Invasive Species budget – Goal 8 Aquatic Invasive Species 6840. Unused Lake Association partnership funds will be used for this project. No county levy funds are requested.

Legal/Policy Implications: The proposed activity is 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 _____

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
WSB AND CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago by and through Chisago Lakes Lake Improvement District, 313 North Main, Center City, MN 55102 (hereinafter County), and WSB, 178 E 9th Street, Suite 200, St. Paul, MN 55101, 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, specifically to conduct updated surveys of the common carp population and biomass estimate in Green Lake and to provide a baseline population and biomass estimate in South Center Lake to help guide carp management decisions; and,

WHEREAS, the CONTRACTOR has represented that 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 15, 2021 **or upon the date the final required signature is obtained by County, whichever occurs later**, and shall remain in effect until December 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 DUTIES:** CONTRACTOR will provide those services and activities described as Base Project services in its submitted proposal dated July 12, 2021, which is incorporated as Attachment A and incorporated herein. CONTRACTOR duties will be specifically limited to conducting the Catch Per Unit Effort (CPUE) survey activities and excludes those services described in Attachment A as Optional Tasks. The project will be to update the Common Carp population estimate on Green Lake and to gather population data on South Center Lake. The primary tool for carp population and biomass estimate will be to complete a CPUE survey using an electrofishing boat in the fall of 2021 over the course of three visits to each lake.
- 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. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed \$8,385.
 - 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:

Invoice presented to Chisago County no later than 30 days following fulfilling the duties and testimony related to the pending matter. Payment shall be made within 35 days of receipt of the invoice.

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: Jerry Spetzman, Administrator Chisago Lakes Lake Improvement District
Address: 313 North Main Street, Center City, MN 55012
Telephone: (651) 213-8383
E-Mail: Jerry.Spetzman@chisagocounty.us

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

Name: Mary Newman
Address: 178 East 9th Street, Suite 200, St. Paul, MN 55101
Telephone: (763) 762-2858
E-Mail: mnewman@wsbeng.com

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. The County may immediately terminate this Contract for cause due to any material breach or violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered up to and prior the termination.

C. 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.

- A. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail, facsimile or e-mail to the Authorized Representative.

- VI. **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.
- VII. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. The absence of an immediate or timely enforcement action by one party shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.
- VIII. **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 negligent 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.
- IX. **INSURANCE.**

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

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

- C. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.

D. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) providing clinical supervision under this Contract. A minimum liability amount of \$1,500,000.00 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned. Contractor agrees to include County as an additional insured.

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

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

XI. **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 the County. The 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, CLIENT RECORDS, 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. **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.
- XVI. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized to subcontract under this Contract by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.
- XVII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VIII, Liability; X, Publicity; XI, Government Data Practices Act; XII, Ownership of Materials and Intellectual Property Rights; XIV, Jurisdiction and Venue; and XV, State Audits.

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

APPROVED:

1. CONTRACTOR: WSB

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.

Signed:
Title:
Date:

2. COUNTY OF CHISAGO:

Signed:
Title: Chair, County Board
Date:

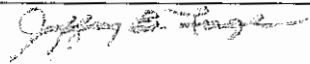
Certified:

Signed:
Title: Clerk to the Board
Date:

Signed:
Title:
Date:

Reviewed as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: 
Name/Title: Jeffrey B. Fuge, Assistant County Attorney
Date: September 8, 2021

Chisago County Request For Board Action

Meeting Date: September 15, 2021	Item Number: 15
Title of Item for Consideration: ARP Funded Attorney's Office Provisional Staffing Request	
Action Requested by: County Attorney Janet Reiter	Department: Chisago County Attorney's Office
Previous Action on this Matter: On May 19, 2021, the Chisago County Board of Commissioners entertained a presentation by Doug Green from Baker Tilly to present on the American Rescue Plan (ARP). Chisago County has received funding at a minimum of \$11 million dollars. This specific proposal came before the Chisago County Board of Commissioners regarding on August 18, 2021 and was not approved by the Board. Other matters and point of information for the Chisago County Board of Commissioners w level regarding the American Rescue Plan Act (ARPA) and the direct aid provided to local government to assist in the recovery from the effects of COVID.	
Background: The Chisago County Attorney's Office is seeking the authorization to use ARPA funding to hire or contract with temporary staff to assist in addressing the looming and growing backlog of criminal court cases in the judicial system created by the COVID-19 pandemic. The Minnesota Judicial Branch has identified thousands of Serious Felony and Gross Misdemeanor cases filed either prior to March 2020 or since the beginning of the pandemic, which remain open and in need of resolution. In Chisago County there over 250 "Major Criminal" cases specifically identified as part of that COVID-related backlog. As of this writing, the County Attorney's Office is facing a significant backlog of criminal cases requiring review and preparation, scheduling of hearing dates, coordinating of witnesses and preparation of evidence. A significant number of the open adult prosecution cases are awaiting scheduling for the next court event, and the vast majority are waiting for a trial setting. The Chisago County Court Administrator has provided a report of nearly 770 open criminal files requiring processing and scheduling of court dates. Because criminal cases continue to be charged at a "normal" rate but are not being disposed of as efficiently as before the pandemic, the backlog continues to grow. This Office is poised to respond but we recognize this will be a very long, arduous process. The Office observes a "normal" influx of cases (petty misdemeanors through serious felony), averaging a total of 2000-2500 each year. The Minnesota Judicial Branch has set an aggressive timeline to significantly reduce or eliminate the COVID-19 case backlog. Paid Law Clerk Position: As attorneys spend more time in trial or preparing for trial, the addition of a law clerk position to assist with arraignments, virtual or in person preliminary (perfunctory) hearings, probation violation hearings and lower-level misdemeanors and traffic matters will allow attorneys the opportunity to focus on charging new cases, attending hearings for major criminal cases, and preparing for settlement and/or trial. A paid law clerk position would attract dedicated staff to handle these matters. The position would be a part-time position (approx. 20 hrs./week) and be graded at Grade 15; Step 2 (at Non-Union Wage Scale \$16.82/hour or at PT hours = \$17.156/year). As noted this position could be hired as an employee or contracted under a Professional Services Agreement) Media Services Technician: As staff work quickly to prepare cases for trial or resolution to address the COVID case back-log, support staff are asked to tackle a large number of critical tasks. Legal assistant staff play a large role in case preparation and work closely with the trial attorney. This includes but is not limited to collecting, logging, and preparing evidence for disclosure. Working with the audio,	

video and other technical evidence is increasingly common but also extraordinarily complex. Additional support staff in the form of a media services technician take some of this tedious, yet critically important work off the plates of legal assistants. In light of the greater presence of video, audio and other technical discovery in many of the Major Criminal cases, the Media Services Technician will be crucial in assisting the County Attorney's Office address the COVID-related case backlog. The position would be a full-time position (40 hrs./week) and be graded at Grade 15; Step 2 (at Non-Union Wage Scale \$16.83/hour or \$35,006/year). As noted this position could be hired as an employee or contracted under a Professional Services Agreement.

Attachment(s):

- Job Descriptions

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the staffing request for the Chisago County Attorney's Office for a media services technician and paid law clerk using ARPA funding. The suggested motion is as follows:

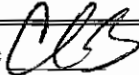
"Move to approve a staffing request for the Chisago County Attorney's Office for a PT paid law clerk and FT media services technician using ARPA funding as either (A) employee ; or (B) contracted under a Professional Services Agreement."

Implications of Action: By hiring the additional staff, the CAO will be able to address the the looming and growing backlog of criminal court cases in the judicial system created by the COVID-19 pandemic.

Budget /Financial Implications: The Chisago County Attorney's Office will utilize funding for two positions utilizing ARPA funds that will help to process cases that have been "backlogged" as a result of the impact of COVID-19 pandemic.

Legal Implications: The authorization to use ARPA funds will allow for non-levy funding to the County Attorney's Office positions and will allow the County Attorney's Office to meet the demands of the Minnesota Judicial Branch and the community.

Administrator's Recommendation

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



COUNTY OF CHISAGO

Chisago County Government Center
313 North Main Street, Room 174
CENTER CITY, MN 55012-9663

Phones:

651-213-8866

TOLL FREE: 1-888-234-1246

JOB DESCRIPTION

Media Services Technician

POSITION TITLE: Media Services Technician

DEPARTMENT: COUNTY ATTORNEY

POSITION STATUS: Full-time/Provisional; Union; May occasionally require off-hour work assignments

REPORTS TO: Office Manager

JOB LOCATION: Chisago County Government Center

POSITION OBJECTIVE:

To provide media (audio, video, and other technical evidence) support to civil and criminal attorneys, the County Attorney, and the Office Manager, within the County Attorney's Office. The position requires the employee to manage and facilitate storage, tracking and, when appropriate, assisting with release and/or dissemination of digital audio, video and photo evidence and other records received by the County Attorney's Office. The successful employee will use independent thinking, broad knowledge of civil, criminal and juvenile case procedures, coupled with high-level of technical (computer software) and data management skills. The employee may be tasked with matters related to criminal, civil and/or juvenile case types. This employee will perform technical and administrative work in the review, control, discovery and redacting of collected evidence. The employee will process digital evidence; duplicate video and audio; perform audio and video redactions; and record and archive data as needed. The employee must have the ability to work independently and manage special projects and assignments as required or assigned. This position includes a variety of responsibilities and requires a high degree of sensitivity to confidential matters.

SUPERVISION RECEIVED:

The employee is under general supervision of the Office Manager.

SUPERVISION EXERCISED:

No direct supervisory duties are exercised.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Manages and facilitates digital video evidence and records inventory in the video management system.
2. Maintains a complex, high volume caseload which requires a high attention to detail and daily deadlines.
3. In accordance with specific direction, the technician is responsible for retrieving, storing, logging and disseminating video and audio statements of defendants, witnesses, or crime scenes.
4. Installs and operates various audio and video set – ups, routine maintenance and/or repair of related equipment.
5. Retrieves audio, video and images from various sources and locations.
6. Maintains documentation and tracks custody of recorded materials and update audio/video libraries.
7. Transport audio-visual/production equipment and evidence to and from courtrooms or other assigned locations.
8. Handle the duplication of processed evidence such as, but not limited to, DVDs, CDs, video recordings, audio recordings and digital photographic evidence and distribution of all completed and reviewed work.
9. Assists with reception, including phone, mail and direct customer inquiry.
10. Compiles data for monthly and annual reports of video evidence held, ensuring completion by specified deadlines and in accordance with established goals and objectives.
11. Assist, train, and/or guide other legal support staff.
12. Assist Office Manager to resolve issues concerning procedures related to case work, equipment and computer software programs.

13. Record relative information into the Chisago County Attorney's Office case database (LENS); index and categorize cases for future retrieval and reference; monitor and initiate evidence disposition upon review of court orders and statute of limitations

14. Assist with media and/or exhibits in the courtroom; create detailed hearing notes; draft documents for review by attorney; schedule meetings and coordinate witnesses for trials or engage with community members for events, when required.

15. Prepares transcripts of audio and video recordings

16. Other duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

1. Education and Experience

- a. Preferred: Associate's degree in communications, digital media production, IT management, and/or closely related degree from an accredited higher education institution;
- b. OR high school diploma/GED plus three years of closely related experience in the essential duties and responsibilities listed;
- c. Any such combination of education, experience, and training that may be acceptable to the hiring authority. Requires a comprehensive, practical knowledge of a technical field with the use of analytical judgment and decision-making abilities
- d. Preferred: Prior experience working with digital and/or video evidence software and hardware systems in a local, state or national law enforcement organization.

2. Special Requirements, Knowledge and Skills:

- a) Working knowledge of business English, spelling, and grammar.
- b) Working knowledge of legal terminology, spelling, and grammar.
- c) Knowledge of general office procedures.
- d) Knowledge of personal computers, including Microsoft Office software; photocopy machines, and telephones.
- e) Ability to become proficient in various law enforcement software and hardware applications, including video management systems such as Axon Body Worn and WatchGuard cameras.

- f) High level of interpersonal skills.
- g) Ability to train, guide, and assist other support staff and interns.
- h) Ability to substitute for other support staff on short notice or as assigned.
- i) Ability to accurately type 60 words per minute or continue to use a typing proficiency program until successfully able to do so.
- j) Ability to multitask.
- k) Ability to organize workload, set priorities, and meet strenuous deadlines.
- l) Ability to work independently in the absence of specific instruction.
- m) Ability to maintain strict confidentiality and maintain rules of the Minnesota Data Practices Act.
- n) Ability to work effectively and cooperatively with all staff and personnel within the County Attorney's Office, other departments and the community.
- o) Ability to establish and maintain general filing systems.
- p) Ability to work under pressure and to quickly adapt to changes in work demands.
- q) Ability to effectively and professionally communicate, both verbally and in written format, with a variety of internal and external contacts.

TOOLS AND EQUIPMENT USED:

Employment as Media Services Technician requires use of personal computer, telephone, copy machine, facsimile and other general office equipment.

PHYSICAL DEMANDS:

While employed in this job, the employee may be required to sit at a desk or equivalent for an extended period of time.

Employee must be able to occasionally lift up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Physical demands described are representative of those that must be met by an employee to successfully perform the essential functions for the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

The environment is typical of an office environment and involves an individual work space of a cubicle or office.

The noise level is moderate. Frequent exposure to angry, frustrated, and emotional individuals with periodic exposure to threatening and potentially violent individuals may occur. Periodic exposure to graphic and/or sensitive materials.

Daily engagement, contact, and professional interaction with law enforcement, outside legal counsel, court staff, and probationary staff is required.

GENERAL STATEMENT:

Applicants for this position will be required to submit a formal application and may be subject to rating of education, experience, oral interview, back ground check, and/or reference check. Job related tests may be required of any applicant.

The duties listed above are intended only as an illustration of the various types of work that may be performed. The omission or specific statements of duties does not include any additional duties from the position.

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYMENT CATEGORY:

Grade: XXX

POSITION TITLE: Law Clerk
DEPARTMENT: COUNTY ATTORNEY
POSITION STATUS: Part Time/Provisional
REPORTS TO: County Attorney
JOB LOCATION: Chisago County Government Center

POSITION OBJECTIVE:

The law clerk will assist attorneys in all areas of legal work of the Chisago County Attorney's Office. This position's responsibilities include legal research and writing. Depending on experience, the law clerk may also make court appearances on behalf of the State. Previous law clerks have written appellate briefs, district court memoranda, represented the State in arraignment hearings, conducted court trials for traffic offenses, and participated in child protection court hearings. Exact duties of the current law clerk position will depend upon experience and availability.

SUPERVISION RECEIVED:

The employee is under general supervision of the County Attorney.

SUPERVISION EXERCISED:

No direct supervisory duties are exercised.

QUALIFICATIONS & REQUIREMENTS:

1. Education and Experience:

Candidates will have successfully completed their first year of law school and be in satisfactory standing at an accredited Juris Doctor Program. A qualified candidate will also have excellent legal research and writing skills, and verbal communication skills. This person should be a self-starter and should be able to work both independently and/or under the close supervision of assistant county attorneys. The candidate should also be eligible to practice as a certified student attorney.

2. Special Requirements, Knowledge and Skills:

- a) Working knowledge of business English, spelling, and grammar.
- b) Working knowledge of legal terminology, spelling, and grammar.
- c) Knowledge of the proper format for legal documents and legal filings.
- d) Knowledge of Minnesota courts and the applicable procedures.

- e) High level of interpersonal skills.
- f) Ability to maintain strict confidentiality and maintain rules of the Minnesota Data Practices Act.
- g) Ability to work effectively and cooperatively with all staff and personnel within the County Attorney's Office, other departments and the community.
- h) Ability to work under pressure and to quickly adapt to changes in work demands.
- i) Ability to effectively and professionally communicate, both verbally and in written format, with a variety of internal and external contacts.

COMMITMENT/HOURS:

A minimum of ten (15) hours of in-office time per week is desired. Additional research and writing may be completed off-site.

PHYSICAL DEMANDS:

While employed in this job, the employee may be required to sit at a desk or equivalent for an extended period of time.

Employee must be able to occasionally lift up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Physical demands described are representative of those that must be met by an employee to successfully perform the essential functions for the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

The environment is typical of an office environment and involves an individual work space of a cubicle or office.

The noise level is moderate. Frequent exposure to angry, frustrated, and emotional individuals with periodic exposure to threatening and potentially violent individuals may occur. Periodic exposure to graphic and/or sensitive materials.

Daily engagement, contact, and professional interaction with law enforcement, outside legal counsel, court staff, and probationary staff is required.

GENERAL STATEMENT:

Applicants for this position will be required to submit a formal application and may be subject to rating of education, experience, oral interview, back ground check, and/or reference check. Job related tests may be required of any applicant.

The duties listed above are intended only as an illustration of the various types of work that may be performed. The omission or specific statements of duties does not include any additional duties from the position.

This job description does not constitute an employment agreement between the

employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYMENT CATEGORY:

Grade: XXX

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 16
Title of Item for Consideration: Professional Service Agreement for Radiological Consultation with Quality Radiological Consultants, Inc.	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office – Jail Division
Previous Action on this Matter: The County Board of Commissioners has accepted grant funding to procure a low-dose x-ray body scanner for the Jail.	
Background: The Minnesota Department of Health mandates several complex licensing standards and variances that must be approved before a low-dose x-ray body scanner can be implemented in a correctional facility. Utilizing a consultant who has many years of experience with radiological devices, as well as experience navigating the State licensing requirements, will greatly streamline the process and save the County significant time and resources. A vast majority of correctional facilities in the State who have implemented a body scanner device have utilized a radiological consultant to assist with the licensing and variance processes. Attachment(s): Professional Service Agreement for Radiological Consultant between Chisago County and Quality Radiological Consultants, Inc.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional Service Agreement for Radiological Consultant between Chisago County and Quality Radiological Consultants, Inc. The suggested motion is as follows: <i>“Move to approve the Professional Service Agreement between Chisago County and Quality Radiological Consultants, Inc.”</i>	
Implications of Action: Utilizing a radiological consultant will significantly streamline the process to receive MN Department of Health approval to utilize the body scanner. Budget/Financial Implications: Body scanner technology will greatly improve inmate safety and security; as such, the cost of this agreement will be taken from the Jail Canteen account and will not impact the jail's operating budget. Legal/Policy Implications: The County Attorney has reviewed this Professional Service Agreement and 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 between
QUALITY RADIOLOGIC CONSULTANTS, INC. AND CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago by and through Chisago County Sheriff's Office, Jail Division, 15230 Per Rd, Center City, MN 55102 (hereinafter County), and **QUALITY RADIOLOGIC CONSULTANTS, INC.**, d/b/a Q.R.C, Inc. 1607 Hansack Avenue NE, St. Michael, Minnesota 55376, herein after the 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, specifically to provide technical assistance to the Chisago County Sheriff's Office with all aspects of installing, licensing, and implementing the use/function of a low-dose body scanner system; and,

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract, specifically that the consultant(s) is/are Members of American Registry of Radiologic Technologists (ARRT), Minnesota Society of radiologic Technologists (MSRT) and American Society of Radiologic Technologists (ASRT),

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on September 1, 2021 **or upon the date the final required signature is obtained by County, whichever occurs later**, and shall remain in effect until all obligations set forth in this contract have been satisfactorily fulfilled. **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** (also referred to as Scope of Work) shall include:
 1. Coordinate and assist with the installation of a low-dose x-ray body scanner for the Chisago County Public Safety Center/Jail;
 2. Act as a consultant to assist with arranging, preparing, and submitting necessary testing and related documentation required by the State of MN Department of Health (MDH) and/or Department of Corrections (DOC) to receive and maintain approval/permission to operate a radiological device within the jail setting;
 3. Assist with development of policy/procedure as well as staff training on policies/procedures to facilitate operation of the low-dose x-ray body scanner.
- 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 following satisfactory performance and production of deliverables, as follows:
 1. Compensation of: Five thousand dollars and no cents [\$5,000.00], based upon proper invoices submitted (at a rate of \$150.00/hour).
 2. Reimbursement for out of pocket expenses, deemed necessary and related to preparing deliverables.

3. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed Five thousand dollars and no cents [\$5,000.00].

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:

Invoice presented to Chisago County no later than 30 days following fulfilling the duties and submission of deliverables. Invoices submitted later than 30 days following service may not be honored or may be subject to decline. Payment for shall be made within 35 days of receipt of the invoice.

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:	Captain Jonathan Gray, Chisago County Jail Administrator
Address:	15230 Per Rd., Center City, MN 55012
Telephone:	(651)213-5765
E-Mail:	Jonathan.Gray@Chisagocounty.us

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

Name:	Brian D. Hall, R.T. MSRT, ASRT, ARRT CEO Quality Radiologic Consultants
Address:	1607 Hansack Avenue, N.E. St. Michael, MN 55376
Telephone:	(651)751-5875
E-Mail:	brian.hall@beebelake

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. The County may immediately terminate this Contract for cause due to any material breach or violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered up to and prior the termination.
- C. 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.
- 4. Notice of Cancellation, termination, or material modification shall be provide by Certified U.S. Mail, facsimile or e-mail to the Authorized Representative.

- VI. **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.
- VII. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. The absence of an immediate or timely enforcement action by one party shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.
- VIII. **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.
- IX. **INSURANCE.**
 - A. *Workers' Compensation.* Contractor certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
 - B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

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

- C. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
- D. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.
- E. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) providing clinical supervision under this Contract. A minimum liability amount of \$1,500,000.00 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned. Contractor agrees to include County as an additional insured.
- F. Insurance coverage by the Contractor in amounts greater than tort liability limits set for municipal corporation, pursuant to Minn. Stat. §466 shall not constitute a waiver of the liability cap(s) available to the County.

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

XI. **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 the County. The 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, CLIENT RECORDS, 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.

- 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. **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.
- XVI. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any

interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized to subcontract under this Contract by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

- XVII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VIII, Liability; X, Publicity; XI, Government Data Practices Act; XII, Ownership of Materials and Intellectual Property Rights; XIV, Jurisdiction and Venue; and XV, State Audits.

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SIGNATURE PAGE FOLLOWS

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

APPROVED:

CONTRACTOR: Brian D. Hall, CEO, QUALITY RADIOLOGIC CONSULTANTS, INC.

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

Signed:
Title:
Date:

**2. COUNTY OF CHISAGO:
APPROVED**

Signed:
Title: Chair, County Board
Date:

Certified:

Signed:
Title: Clerk to the Board
Date:

Signed:
Title:
Date:

Reviewed as to Form:

Signed: 
Title: Chisago County Attorney
Date: 9/26/2021

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 17
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 to approve the SHIP Grant Agreement – Lakeside Elementary. The suggested motion is as follows: “Move to approve the SHIP Grant Agreement – Lakeside Elementary.”	
Implications of Action: Approval of this SHIP grant agreement will allow lakeside elementary to hold meetings related to the health index of the school, identify plans of action within the school lunchrooms, agriculture, enhanced PE, and collect information such as photos to provide to the SHIP coordinator for approval of mini-grants.	
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 to hold meetings related to the health index of the school, identify plans of action within the school lunchrooms, agriculture, enhanced PE, and collect information such as photos to provide to the SHIP coordinator for approval of mini-grants; and

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

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

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

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

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** September 20, 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, 2022, 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 **Five Hundred Dollars (\$500.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

11. **REPORTING REQUIREMENTS**

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

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

The County shall not consider a request to treat data as not subject to disclosure under the law unless it is made in accordance with the above two requirements. If a request is made in accordance with the above requirements, the County shall promptly determine whether the information qualifies for nonpublic or private data treatment. If the County determines that the

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

12. AMENDMENTS

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

13. FAILURE TO COMPLY

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

14. TERMINATION

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

15. WORKERS' COMPENSATION

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

16. PUBLICITY AND ENDORSEMENT

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

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

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

18. LIABILITY

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

19. INSURANCE

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

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

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

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

20.2. Intellectual Property.

- 20.2.1. Grantee shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).
- 20.2.2. Grantee represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The Grantee shall indemnify and defend, to the extent permitted by the Attorney General, County at the Grantee's expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

21. ANTITRUST

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

22. JURISDICTION AND VENUE

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

23. STATE AUDITS

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

24. SUBCONTRACTING

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

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

APPROVED:

1. GRANTEE

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

By:
Title: 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

Meeting Date: September 15, 2021	Item Number: 18
Title of Item for Consideration: Transportation of Children and Youth in Foster Care Placement	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: None.	
Background: The Educational Stability Provisions of the Every Student Succeeds Act (ESSA) require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided. ESSA allows educational agencies to use Title I funds to pay for additional costs needed to transport children in foster care to their school of origin. ESSA requires each local educational agency to collaborate with the local child welfare agency to develop and implement clear written procedures how the transportation will be provided, arranged, and funded for the duration of the time in foster care. Attachment(s): Transportation Agreement Chisago County and ISD 4116	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Transportation Agreement between Chisago County and ISD 4116. The suggested motion is as follows: <i>“Move to approve the Transportation Agreement between Chisago County and ISD 4116.”</i>	
Implications of Action: Approval of this agreement will assist with ensuring transportation for foster children to the school of origin.	
Budget/Financial Implications: Title IV-E funds and Title I funds	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH IN FOSTER CARE PLACEMENT

This Agreement is entered into by and between Lakes International Language Academy ISD 4116 246 11th AVE SE Forest Lake, MN 55025 (hereinafter referred to as the District) and County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and Chisago County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. **TERM:**

This Agreement shall commence on the date it is fully executed by the parties and shall continue until terminated by either party per section 9.

2. **EDUCATIONAL PLACEMENT DECISIONS:**

Chisago County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interests. Chisago County and/or representative of the school in which the child is currently enrolled will work with the Chisago County foster care contact to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

If Chisago County is considering moving a child to a new educational placement, Chisago County will have a phone consultation with the school contact prior to gathering input about the best interests of the child in relation to their school placement. The school will provide information about the appropriateness of the child's current educational placement. Chisago County shall take into

consideration this information and other best interest factors found in paragraph three in making an educational decision. The Director of Student Support Services and/or a representative of the school in which the child is enrolled will be asked to participate in the meeting, either by phone or in person. Chisago County will identify a point of contact from the agency to work directly with the Director of Student Support Services to ensure a smooth transition.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

- The student's age
- The school attended by the student's siblings
- Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time
- The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider
- School stability and educational continuity
- Time remaining in the academic year
- Personal safety, attendance, academic progress and social involvement of the students in the current school
- The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the Chisago County case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner:

- a. Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. District will cover the associated costs.
- b. Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the District will assume costs required for transporting the student to school.

- c. Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with Chisago County to determine the best possible means of transportation. Chisago County will pay for transportation costs identified in Section 5a.
- d. Students residing in a foster care placement outside of District boundaries, but attending a District School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with Chisago County to determine the best possible means of transportation and discuss transportation within a reasonable distance (50 mile radius).
- e. Students placed in foster care within District and attending a non-district School: The District will bear no financial responsibility for this student. Chisago County and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

- a. Chisago County will pay the costs of the transportation described in Section 4 (c&d), including but not limited to staff time and third party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be paid by Chisago County to the Forest Lake District Boundary.
- b. Chisago County will identify a point of contact from the agency to work directly with the Director of Student Support Services to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested by the Chisago County point of contact to be honored.
- c. Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to driver or vehicle unavailability, Chisago County will be responsible for transportation of the student placed in foster care.
- d. The District will submit itemized invoices to the Chisago County contact on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice.
- e. In situations where transportation is being funded by Chisago County, Chisago County will submit itemized invoices to the District point of contact on a quarterly basis. The invoices will detail each trip provided by Chisago County, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice. Chisago County's point of contact will notify the Director of Student Support Services when foster care placements end.

6. DISPUTE RESOLUTION:

It is the responsibility of Chisago County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

Chisago County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

1. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
2. Upon receipt of the explanation, the decision be reviewed by the District and the Director of Chisago County Family Services. Input will be reviewed from all parties and a decision by the Director will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Conflict Resolution Decision Making Team meeting.
3. County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Chisago County.
4. If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of Chisago County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of Chisago County employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and Chisago County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or Chisago County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

Lakes International Language Academy:

_____	_____
Name	Date
School Authorized Representative	

CHISAGO COUNTY:

BY: _____	_____
Chris Dubose, Chair	Date
Chisago County Board of Commissioners	

Attest: _____	_____
Chase Burnham	Date
County Administrator	

BY: _____	_____
Robert Benson	Date
Director, Health and Human Services	

Reviewed as to Form:

_____	_____
Janet Reiter	Date
Chisago County Attorney	

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 19
Title of Item for Consideration: HRA-EDA Levy and Budget FY 2022	
Action Requested by: Nancy Hoffman, Director	Department: HRA - EDA
Previous Action on this Matter: Yearly the Chisago County Board of Commissioners approve the levy and budget of the Chisago County HRA-EDA.	
Background: Each year the HRA-EDA requests approval of their Levy and Budget from the Chisago County Board of Commissioners.	
Attachment(s): - HRA-EDA Levy and Budget FY 2022 - HRA-EDA Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners consider approval of the HRA-EDA Levy and Budget FY 2022. The suggested motion to accomplish this is as follows: <i>“Move to approve the HRA-EDA Levy and Budget FY 2022.”</i>	
Implications of Action: Board support for the Chisago County HRA-EDA’s activities.	
Budget/Financial Implications: HRA-EDA budget approval.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

2022 Budget	
INCOME:	
County-Wide Levy	470,000
Carry Over Funds	278,961
Total County Funding Subtotal:	748,961
Wyoming Distributions (Housing Trust Fund)	300,000
Interest/Misc. Income	5,000
SBDC Consultant Fees	5,000
NB ESSBY Repayment	225,000
Loan Repayment - Lindstrom (Holmquist site)	5,000
Loan Repayment - Rush City	10,000
Loan Repayment - Rush City (Two building demo)	20,000
Loan Repayment - Taylors Falls	5,000
Loan Repayment - Lindstrom (Panel One site)	10,000
Other Funding Subtotal:	585,000
TOTAL INCOME:	1,333,961
EXPENSES:	
Audit	15,591
Office Building Expenses	25,000
Conferences/Training	4,000
Health Insurance	40,680
Board Per Diems	4,800
MCIT Insurance	4,500
Consulting	500
Legal & Development Costs	10,000
Marketing	40,000
SCDP Expenses	100
Misc (Sales Tax + Misc - other)	100
Office Expenses/Supplies	4,500
Office Equipment	3,000
Phones/Internet	4,700
Postage	1,000
Staff Expenses	4,500
Membership Dues & Subscriptions	5,500
Wages (included: wages, taxes, pension)	208,490
Total Operating Expenses:	376,961
	2022
Small Business Development Center	
Central Lakes College (SBA, DEED)	4,000
SBDC Misc	500
SBDC Consultant	1,000
Total SBDC Expenses:	5,500
Business Forgivable Loan	300,000
Housing Trust Fund	300,000
Multi-Family Rental Housing	100,000
Board At Industrial Land/Infrastructure/Redevelopment	100,000
Industrial Land Acquisition: North Branch	0
Industrial Land Acquisition: Wyoming	0
County Business Park - Bond Assistance	151,500
Total Housing/Industrial Land Expenses:	951,500
TOTAL EXPENSES:	1,333,961

**CHISAGO COUNTY HOUSING AND REDEVELOPMENT AUTHORITY -
ECONOMIC DEVELOPMENT AUTHORITY**

RESOLUTION # 2021-0831

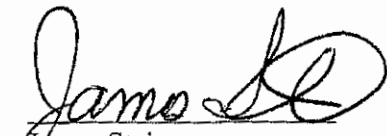
**A RESOLUTION LEVYING A SPECIAL BENEFIT TAX
WITHIN THE AUTHORITY'S AREA OF OPERATION**

BE IT RESOLVED by the Board of Directors of the Chisago County Housing and Redevelopment Authority - Economic Development Authority as follows:

1. The Chisago County Housing and Redevelopment Authority - Economic Development Authority, a public body corporate and a political subdivision organized under Minnesota Statutes, Sections 469.001 to 469.047 and 469.090 to 469.1082, pursuant to the authority granted in Minnesota Statutes, Section 469.033, Subdivision 6, hereby levies a special benefit tax in the amount of \$ 470,000.00 within the Authority's area of operation subject to the consent by resolution of the County of Chisago.
2. The Authority hereby requests the County Board to consent by resolution to the levy of the Tax by the Authority.
3. The levy does not exceed 0.0185 percent of taxable market value in the County.
4. The levy, when received by the Authority, shall be deposited in a separate fund to be known as the Housing and Redevelopment Project Fund and shall be expended only for the purposes of Minnesota Sections 469.001 to 469.047.

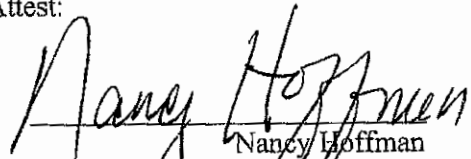
The motion, made by, Daniel Hoffman, Board Member, for the adoption of the foregoing resolution was duly seconded by Chad Lindgren, Board Member, and upon vote being taken thereon, the following voted in favor thereof: James Stein, Cathy Bennett and the following voted against the same: None; absent: Nathan Keech.

Whereupon said resolution was declared duly passed and adopted this 31th day of August 2021.


James Stein
Chairman

(Official Seal)

Attest:


Nancy Hoffman
Executive Director/Secretary

Chisago County Request for Board Action

Meeting Date: September 15, 2021	Item Number: 20
Title of Item for Consideration: County Board Proclamation of Manufacturer's Month	
Action Requested by: Nancy Hoffman, Director	Department: HRA-EDA
Previous Action on this Matter: Each year the Chisago County Board Chair proclaims the first week of October as Manufacturers' Week in Chisago County. This year the State of Minnesota has proclaimed October to be Manufacturers' Month.	
Background: The month of October has been designated by the State of Minnesota as "Manufacturers' Month." Chisago County has followed suit in proclaiming October as "Manufacturers' Month in Chisago County" in appreciation for all they provide to the economy and quality of life in the county.	
Attachment(s): • Proclamation	
Action Requested/Recommended: It is respectfully requested by the Chisago County HRA/EDA that the Chisago County Board Chair approve proclaiming October 2021 as "Manufacturers' Month in Chisago County." The suggested action is as follows:	
<i>"Move to approve the attached Proclamation, which proclaims October 2021 as Manufacturers Month in Chisago County"</i>	
Implications of Action: By approving the proclamation, October 4 th through October 10 th will be Manufacturer's Week in 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 & procedures.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

RESOLUTION NO. _____

PROCLAMATION
Declaring the Month of October 2021 as
"MANUFACTURER'S MONTH"
IN CHISAGO COUNTY

- Whereas The manufacturing industry is a dynamic part of Chisago County and Minnesota's economy, and promotion of this sector's strength, success and high quality of life is an integral part of Chisago County's economic development strategy; and*
- Whereas Manufacturing provides high skill, high wage jobs which significantly contribute to Minnesota's high standard of living and economic vitality; and*
- Whereas In 2020 there are 90 manufacturing businesses in Chisago County employing 2,268 with total wages of over \$119 million; and*
- Whereas Manufacturing jobs in Chisago County account for 17% of all private sector employment within the county; and*
- Whereas Manufacturing has the second largest total payroll among business sectors in Minnesota, providing almost \$22 billion in wages in 2020; and*
- Whereas Manufacturing produces \$50.75 billion for the state economy in 2020 and is the largest share, 14 percent of our gross domestic product; and*
- Whereas Manufactured exports brought over \$20 billion into the Minnesota economy in 2020,*

Now, therefore, I, Chris Dubose, Chair of the Chisago County Board, do hereby proclaim that, the month of October 2021 shall be observed as:

CHISAGO COUNTY, MINNESOTA MANUFACTURERS' MONTH

in the County of Chisago on this 15 day of September, Two Thousand and Twenty-One.

Chris DuBose
Chisago County Board Chair