



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

REGULAR MEETING – Wednesday, February 2, 2022 County Board Room, Suite 160A

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

Health & Human Services Committee of the Whole:

Topics for Discussion:

1.) Directors Update TAB 1

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

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

3.) Resolution Supporting MN - County Child Support Program Interagency Coop. Agmt TAB 3

4.) Resolution Supporting Service Level Agmt. Admin. of referring Agency Debt Collection TAB 4

5.) Out of State Travel Request – NACVSO Conference, San Antonio, TX TAB 5

7:00 p.m. Citizen's Forum

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

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Directors Update TAB 1

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

3.) HHS Committee Recommendation – Child Support Program Interagency Coop. Agmt TAB 3

4.) HHS Committee Recommendation – Service Level Agmt. – Agency Debt Collection TAB 4

5.) HHS Committee Recommendation – Out of State Travel Request – NACVSO Conf. TAB 5

6.) Payment of County's Warrants and Miscellaneous Bills TAB 6

7.) Minutes from the January 19, 2022 Regular Meeting TAB 7

Other County Business:

8.) Proclamation – Honoring the Life and Legacy of Commissioner Mike Robinson TAB 8

9.) Commissioner Vacancy - Special Election Resolution TAB 9

10.) 2022 Citizen Appointments to Water Plan Policy Team TAB 10

11.) Out of State Travel Request – NACE Conference, Wisconsin Dells, WI TAB 11

12.) Letter of Support – ECRDC for Small Business Revolving Loan Fund TAB 12

13.) Sheriff's Office Squad Replacements TAB 13

14.) MN Snowmobile Safety Enforcement Grant TAB 14

15.) CCSO Donations – Lindstrom FD, Maranatha Assembly of God of Chisago, Anonymous TAB 15

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|--|--------|
| 16.) MN DNR Trail Grant Agreement – Sunrise Prairie Trail Segment G to Harris | TAB 16 |
| 17.) Prof. Services Contract WSB & Associates Sunrise Prairie Regional Trail Segment G | TAB 17 |
| 18.) Appointment of Chisago County Recorder | TAB 18 |

Discussion Items:

- Administrator Updates/February Schedule
- Correspondence
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners





CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 N Main St Room 230
Center City, MN 55012

TAB # 1

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

Memo to: Chisago County Commissioners

From: Robert Benson, Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: January 25, 2022

I. Department Updates/Highlights:

The entire Health and Human Services Department would like to offer our sincere condolences to Commissioner Mike Robinson's family, friends, and loved ones. Commissioner Robinson was a strong supporter of Health and Human Services and he loved and supported his community. He will be sorely missed, both personally and professionally.

Health and Human Services is continuing to operate with many of the variances and waivers put in place at the start of the pandemic. State government (DHS, MDH, DEED) continues to operate remotely with no plans to open buildings to the public. Work continues to be conducted remotely allowing for verbal or electronic verifications and signatures. Our state legislature plans to work primarily in a hybrid fashion, with the house indicating they will be entirely remote and the senate indicating that they will operate both remotely and in person at times. Chisago County Health and Human Services plans to continue to operate in a hybrid model for now. We have a large number of our employees continuing to work remotely, both in the field out meeting with people as well as from home. We have staff regularly rotating through the office to ensure that we always have staff available here for the public. Our protective services (both child and adult) continue to work out in the community seeing people in person, as they have been doing throughout the last two years. The feedback we continue to receive around this approach has all been positive.

As we start the new year, we are working to implement new requirements from the 2021 legislative session:

Our Adult Protection Services are now on call throughout weekends and holidays. This has been a significant change, but so far seems to be operating adequately. Because of this change, as well as the increasing demands on all of our services (child protection, Mental Health, Chemical Dependency/Substance Use, Public Health, etc.) we do plan to review and perhaps implement some significant changes to our entire intake system in HHS over the next

year. These increased demands have significantly increased our work with no additional funding from the state. It is important that we evaluate our current system here and make changes to make it more efficient and supportive to our growing community.

We are continuing discussion around the opioid settlement that was reached between the state and pharmaceutical companies and suppliers. While we do not yet know how much will be coming directly to Chisago County, it is possible that some of the funding could be used to support changes we make to our intake system. The funding is intended to support preventative efforts, particularly around chemical use, mental health, public health, and protecting children. These priorities align well with the goals of our intake system.

DHS continues to develop a new timeline for the MnCHOICES revision. At this time the tentative rollout will occur after the first quarter of 2022. As you may recall the state had originally planned to launch the new MnCHOICES application on November 1st of last year. This is the third delay that DHS has announced.

We are continuing implementation of the Family First Prevention Services Act (FFPSA). As reported previously the FFPSA primarily impacts placement of children in institutions or congregate care facilities and Title IV-E funding. Over the next year this has the potential to increase costs to the county if placement of a child in an institution is necessary. We will carefully monitor this and inform the Board should we see any concerns.

HHS continues to work with our advocacy agencies; MACSSA, MICA, and others to ask the legislature to use some of the state budget surplus or ARP funding to update the aging state technology. This would be primarily a one-time expense to update or replace systems that are decades old. This could increase efficiencies and decrease costs across the state. We recently met with Senator Mark Koran to discuss this issue and ask for his support.

Public Health continues to offer COVID-19 vaccinations at the North Branch Office and scheduled clinics, as COVID cases continue to increase across the state. The state has also opened a testing station at the Outlet Mall in North Branch. Public Health is anxious to get back to routine work, seeing individuals and families and providing preventative services to the community, rather than continued focus on COVID-19.

II. Financial Notes:

We are still working on calculating our final budget numbers for 2021. The Auditor's Office continues to work diligently to resolve the compatibility issues between IFS and UKG and we will need that resolution for our final numbers. At this point, working piecemeal through the budget, we have not identified any major disparities in our overall budget projections and expenditures and we are anticipating that we will have ended 2021 in positive territory.

Our collections for 2021 were at an all time high, collecting \$898,269. Of that amount Chisago County retained \$364,861. As would be expected, our out of home placement costs continue to be significant. While we have stayed within our budget for the majority of those

out of home placement costs, the probation placement costs have soared. While those total budgeted lines had a total of \$620,000 allocated, the total costs were \$836,790. As I have stated before, these are costs that neither HHS nor Probation have any control over. they are mandates from the state and placements ordered by the courts. The best that we can do is try to accurately budget for these expenses.

III. Staffing Updates:

Health and Human Services is starting off the year down a few positions.

We are currently interviewing for both a Child Protection Case Manager and a Public Health Community Health Services Lead. We are also currently advertising for an Income Maintenance Worker.

We also have two Public Health Nurse positions open that we will begin the hiring process for shortly.

IV. Review of Requests for Board Action:

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CHISAGO COUNTY
BOARD OF COMMISSIONERS
February 2, 2022

TAB # 2

Payment of County's Warrants for HHS

Authorize Payment of County's Warrants for HHS:

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
1/21/2022	\$152,600.89		County's Warrants
1/21/2022	\$62,441.78	2/2/2021	Auditor's Warrants

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

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Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 3
Title of Item for Consideration: Resolution Supporting State of Minnesota - County Child Support Program Interagency Cooperative Agreement	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of Title IV-D Cooperative Agreement dated January 1, 2020 through December 31, 2022	
Background: This Cooperative agreement is required by Public law 93-647 and 45 CFR Chapter III, allowing those county entities that are party to the agreement, namely the County Attorney, Health & Human Services and the County Sheriff to receive compensation with respect to reimbursement for costs incurred in providing services necessary to operate the Child Support Enforcement System under Title IV-D of the Social Security Act. The county earns 66% federal matching dollars under this arrangement for certain IV-D services. This agreement ensures Chisago County's right, through its Health & Human Services Department, to claim the federal dollars for work performed under this agreement. Attachment(s): - State of Minnesota - County Child Support Program Interagency Cooperative Agreement (available with Clerk of the Board) - Attachment A – IV-D Child Support Cooperative Arrangement with Chisago County offices of Human Services, County Sheriff and County Attorney (available with Clerk of the Board)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the State of Minnesota - County Child Support Program Interagency Cooperative Agreement. The following motion is suggested: <i>“Move to approve the State of Minnesota – County Child Support Program Interagency Cooperative agreement.”</i>	
Implications of Action: Approval ensures Chisago County's right to claim federal dollars for the work performed under this Agreement.	
Budget/Financial Implications: The IV-D services within this Agreement are recognized in the Health & Human Services budget with qualifying expenses earning federal financial participation dollars.	
Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	

Administrator's Recommendation

Approve

CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 84
Title of Item for Consideration: Resolution Supporting Service Level Agreement Administration of referring Agency Debt Collection	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of Service Level Agreement Administration of referring Agency Debt Collection 2019 - 2022	
Background: Counties can refer qualifying debts to the Minnesota Department of Revenue for collection. There is no cost to County for the service, the service cost is added to the Debtor's balance (25% of the debt). The Minnesota Department of Revenue has many collection employees and tools available to them that will increase the overall collections for Health & Human Services. Attachment(s): • Service Level Agreement Administration of referring Agency Debt Collection	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Service Level Agreement Administration of referring Agency Debt Collection as part of tonight's Consent Agenda. If removed from the Consent Agenda and discussed separately, the following motion is suggested: <i>"Move to approve the Service Level Agreement Administration of referring Agency Debt Collection."</i>	
Implications of Action: Approval of this agreement will allow Chisago County Health & Human Services to use the Minnesota Department of Revenue as an option for collections of unpaid claims. Budget/Financial Implications: Generates revenue through collections of unpaid claims, no direct cost to the County for the service. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



**Service Level Agreement
Administration of Referring Agency Debt Collection
January 2022**

State of Minnesota
Department of Revenue

and

Chisago County Health & Human SVCS

Agency Name

Agency ID

Service Level Agreement Table of Contents

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Introduction

This Service Level Agreement for the Administration of Referring Agency Debt Collection between (CHISAGO COUNTY HHS) (referring agency, you, your) and the Minnesota Department of Revenue (the department, we, us) defines:

- Statutes and policies you must follow when referring debts for collection.
- Terms and conditions we will follow when providing collection services to you.
- Duties and responsibilities of both parties.

Statutory Authorization

Minnesota Statutes Chapter 16D, also cited as the “Debt Collection Act,” authorizes the commissioner of Revenue to collect debts for other state agencies.

Definitions

The following definitions apply to this Service Level Agreement.

A. Amendment

A formal alteration, revision, or addition to the existing Service Level Agreement due to a statute or policy change.

B. Authenticate the Debt

A process you use to ensure all referred debts are delinquent before referral. You must verify the delinquency through account review and notice to the debtor.

C. Authenticate the Debtor

A process you use to verify the Social Security number (SSN), Federal Employer Identification Number (FEIN), or Minnesota Tax Identification Number (Minnesota ID) of the debtor before referral. You must verify the identity through written, telephone, or face-to-face contact with the debtor.

Minnesota Judicial Branch is exempt from written notification. They verify debtors according to court rule or policy.

D. Commissioner

The commissioner of Revenue.

E. Debt

A specific amount of money a natural person or a business entity is legally obligated to pay you.

F. Debtor

A natural person or business entity owing a debt to you.

G. Debt Origination Date

Installment default date or the original due date of the debt.

H. Direct Agency Payment

A payment received in your office for debts referred to us for collection.

I. Electronic File Exchange

The department's file exchange process some agencies use to manage referred debts.

J. e-Services

The department's online system most agencies use to manage referred debts.

K. Invoice

We use netting to recoup amounts you owe us. We send you a Cash Receipt Invoice letter when payment reversals or other adjustments create a negative balance for your agency and an amount due remains:

- a. after 90 days
- b. at the end of our fiscal year (June 30)

L. Legal or Pre-legal Status

The referring agency's status regarding the collection of an account by internal legal process, if applicable.

M. Netting

An accounting process that determines the amount we pay you after deducting any payment reversals and collection costs you collected.

N. Debt Referral Questionnaire

A form the referring agency completes electronically for each debt type before referring the debt to us. The form requests information about the agency, debt type, payment application, and method of referral.

We provide a sample of the form on our Department of Revenue [website](#).

O. Notice to Debtor

A notice you must provide a debtor before referring a debt for collection.

Minnesota Judicial Branch is exempt from this statute.

P. Not Public Data

The government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic. Agencies may only share this information in specific circumstances, as defined in law. See Minnesota Statutes Section 13.02, subdivision 8a.

Q. Payment Priority

The order in which we apply payments to debts.

R. Referring Agency

Any agency that entered into a signed agreement with the Minnesota Department of Revenue to refer debts to us for collection.

S. Reports

The reports we post to your e-Services account to help you manage referred debts and to reconcile your debt balances against ours. The frequency of the reports vary for each agency. We offer most reports weekly and the Inventory Report monthly.

Reports we provide include:

a. Collection Cost Removals and Other Adjustments

Debts impacted by an adjustment, such as cancelation of collection costs.

b. Inventory Report

Debts we are currently collecting for your agency.

c. Payment Detail Report (PDR)

Summary of events on debtors' accounts and payment details for transactions affecting debts during the report cycle.

d. Rejected Transaction Report

A list of requests, such as referrals, payments, and recalls, you submitted and we rejected.

e. Returned Debt Report

Debts you recalled or we returned to you.

T. Revenue Recapture

A process we use to take (recapture) state refunds and use them to pay debts you refer to us.

U. Service Level Agreement (SLA)

The document describing the duties and responsibilities of the department and the referring agency.

V. Statute of Limitations

The time allowed for legally collecting a debt, as defined by state law. Revenue uses five years from the debt origination date. Circumstances such as lien filing or bankruptcy may extend this date.

Limitations

A. You must not refer debts that are:

a. less than \$25

b. under known appeal, in dispute, in payment negotiation, or in legal or pre-legal status

- c. expired (the statute of limitations has ended or will end in the next 180 days)
- B. We will close and return debts that:
 - a. are more than five years past their debt origination date. We may file a lien to extend the time to collect. See Minnesota Statutes Section 270C.67, subdivision 1.
 - b. are uncollectible. You may still take additional collection action, including Revenue Recapture, on the returned debt if the debt qualifies.
 - c. have a balance below \$25, unless the debt is in an active payment agreement or wage levy.

Duties of the Referring Agency

- A. Authenticate the debtor and the debt before referral.
- B. Ensure all appeal periods are expired. Resolve any known appeals or disputes before referral.
- C. Send notice to the debtor by U. S. mail or personal delivery at the debtor's last known address, at least 20 days before referral. Your notice must:
 - a. state the nature and amount of the debt
 - b. identify to whom the debt is owed
 - c. inform the debtor of actions we may take to collect the debt
 - d. advise the debtor that we will impose collection costs, up to 25 percent of the debt
 - e. inform the debtor of their rights to ask to cancel collection costs
 - f. state that interest-bearing debts continue to accrue interest, if your referred debts accrue interest

Your notice must also explain that state law authorizes the Department of Revenue to take actions to help collect the debt owed to you. Among other things, we may:

- a. file liens against property
- b. issue levies against assets, such as wages and bank accounts
- c. offset eligible:
 - i. Minnesota and Wisconsin state tax refunds
 - ii. Minnesota and federal tax payments
 - iii. lottery winnings
- d. subpoena financial, personal, and business records
- e. revoke or deny renewal or transfer of business and professional licenses
- f. access non-public government data
- g. obtain legal judgments against debtors
- h. report to a credit bureau
- i. refer debt to private collection agencies

We provide a sample of the form on our Department of Revenue [website](#).

- D. Delete or close Revenue Recapture claims on debts before referral; we monitor claims for you. If we return a debt with a remaining balance, you may add a Revenue Recapture

claim if the debt qualifies.

- E. Discontinue any demands for payment and active collection efforts on referred debts.
- F. Refer debts with unique agency debtor and debt identification numbers. These unique numbers cannot include the debtor's SSN, FEIN, or Minnesota ID.
- G. Dedicate contacts to help debtors and department employees and answer questions about the debt itself, such as:
 - a. debt validity
 - b. actions you took before referral
- H. Refer inquiries about the collection of referred debts to us, such as questions about:
 - a. account balances
 - b. collection costs
 - c. actions we took on the debt after referral
- I. Provide resources to help us with:
 - a. technical questions
 - b. report processing
 - c. problem resolution
 - d. changes to policy, procedure, or technology that affects us
 - e. other requirements as needed
- J. Choose and notify us of which of the following electronic reporting methods you will use to refer and maintain debts:
 - a. Manually through e-Services. Most referring agencies choose this method.
 - b. Systematically through an electronic file exchange process, approved by us. Agencies with high debt volumes may find this option more manageable.
- K. Notify us when you receive a valid dispute on a referred debt. We will continue collection actions already in place. You must:
 - a. recall the debt or contact us to request time to make a determination.
 - b. recall the debt if you expect the dispute to exceed 60 days, unless we approve an exception.
 - c. determine the outcome of a dispute and:
 - i. notify us of the result within five business days.
 - ii. report any changes. Use your agency's electronic reporting method.
 - d. send us a copy of your dispute process, if requested.
- L. Report the full amount of any direct agency payment you receive from the debtor on a referred debt. Use your agency's electronic reporting method.
- M. Account for collection costs and send them directly to us if your agency operates 100 percent from the state's accounting system, Statewide Integrated Financial Tools (SWIFT).

- N. Post any changes to referred debt balances within five business days of when you become aware of the change. Use your agency's electronic reporting method. Examples include:
 - a. Direct agency payments
 - b. Adjustments
 - c. Offsets
 - d. Credits
 - e. Debt recalls
 - f. Court rulings
- O. Reconcile your balances using the reports we provide in e-Services. We apply payments according to the application method you indicated on the Debt Referral Questionnaire.
- P. Contact us before you issue refunds on current or previously referred debts. We will determine the amounts and who will send refunds for any:
 - a. credits received by your agency
 - b. overpayments, plus collection costs or Revenue Recapture fees, resulting from your failure to provide accurate updates within five business days
- Q. Recall debts only if you:
 - a. referred them in error
 - b. expect an active dispute to exceed 60 days, unless Revenue approves an exception
 - c. know the debtor is in bankruptcy
 - d. determine the debtor is not liable

In most cases, you should not re-refer debts you previously recalled or that we returned to you. Exceptions include, and are not limited to:

- a. Resolved disputes
 - b. Closed bankruptcies where debts are still valid
 - c. Failed to comply with court ordered community service
- R. Notify us when a case is resolved. If you do not and we continue to collect, you will pay our collection costs.
- S. Retain any documents related to the debt, such as the notice to debtor, until you recall the debt or we return it.
- T. Address system access and training needs for your staff. You must:
 - a. contact us immediately through e-Services or email to notify us when staffing changes occur so that we may:
 - i. add, modify, or remove users
 - ii. update your debtor and agency contact information
 - b. provide your staff with training on your debt referral process, systems, and payment application process as you indicated on the Debt Referral Questionnaire. Each authorized e-Services user must:

- i. have their own User ID and password. They may not share.
 - ii. limit their access to business purposes only.
- U. Ensure all of your users complete our annual required training each year in order to maintain access to e-Services and electronic file exchanges. We will notify you when the training is available and provide a deadline for completing it. You must provide the users with annual anti-browsing and data disclosure training.
- V. Comply with the department's audits and correct issues within the determined time frame.
- W. Pay invoices within the time limit provided on them.

Duties of the Minnesota Department of Revenue

- A. Take all reasonable and cost-effective actions to collect referred debts. Among other things, we may:
 - a. send letters, which include due process notices and outline actions we may take to collect the debt
 - b. make phone calls
 - c. set up payment arrangements
 - d. file liens to secure the state's interest in real property and to extend the time allowed for enforced collection actions
 - e. issue levies against assets, such as wages and bank accounts
 - f. offset eligible:
 - i. Minnesota and Wisconsin state tax refunds
 - ii. Minnesota and federal non-tax payments
 - iii. lottery winnings
 - g. issue subpoenas
 - h. revoke or deny renewal or transfer of business and professional licenses
 - i. access non-public government data
 - j. obtain judgments
 - k. report to a credit bureau
 - l. refer debts to private collection agencies
- B. Provide a case reviewer to handle debtor disputes involving our collection process and actions. For disputes involving the debt itself, we will direct the debtor to you.
- C. Apply collected funds toward debts based on:
 - a. our payment priority
 - b. your payoff order, as indicated on the Debt Referral Questionnaire
- D. File and manage Revenue Recapture claims for all debts referred to us for collection. Revenue Recapture begins 45 days after our first notification to the debtor for a given debt. After 45 days, we will retain collection costs on any offsets.

- E. Process cancelation of collection costs requests.
- F. Process refunds and overpayments in our system.
- G. Release legal actions against debtors when we resolve accounts or you recall the debt.
- H. Update e-Services contacts and authorized users when you notify us of changes in your staff. We will:
 - a. add new e-Services users and remove inactive ones
 - b. provide training on our debt referral process
- I. Provide dedicated staff and technical resources to:
 - a. answer questions
 - b. resolve problems
 - c. support electronic file layouts, report processing, and other requirements, as needed
 - d. address planned changes to policy, procedure, or technology, affecting either party's responsibilities
- J. Notify you before we change our debt referral requirements or procedures. We will provide an anticipated schedule for changes that may affect you and resources to resolve related issues.
- K. Safeguard your referred debt information in accordance with the Data Practices Responsibilities section of the agreement.
- L. Make reports available to you through e-Services to help you manage referred debts and to reconcile your balances against ours.
- M. Reject a payment you submit on a referred debt that we show as paid in full.
- N. Process Debt Referral Questionnaires, typically within 90 days of receipt of the completed form. We will communicate any exceptions with you.
- O. Provide users who administer referred debts with the annual required training. We will notify you when the training is available and provide a deadline for completing it. We will also provide new user training as members join your agency. The new user training includes anti-browsing and data disclosure.
- P. Use an electronic netting process to pay you on a scheduled basis, such as daily or weekly.
- Q. Send you an invoice when a balance you owe us remains after 90 days or at the end of our fiscal year (June 30).

- R. Audit you to ensure compliance with Minnesota Statutes, this Service Level Agreement, and e-Services use requirements. We will deactivate users who no longer have a business reason to access your e-Services account.

Collection Costs

- A. We add collection costs, up to 25 percent of the debt amount, to referred debts. We may charge you for canceled collection costs.
- B. We deposit all money retained under this section to the general fund as non-dedicated receipts to reimburse the costs of collection.

Data Practices Responsibilities

- A. When providing services under this agreement, we are subject to:
 - a. Minnesota Government Data Practices Act
 - b. Minnesota Statutes
 - c. Federal and state privacy laws
- B. Minnesota Statutes Section 16D.06, subdivision 1, allows state agencies, political subdivisions, and statewide systems to share not public data with us for the sole purpose of collecting debts. We may request not public data about the debtor's:
 - a. finances
 - b. location
 - c. assets
- C. We classify information received, collected, created, or maintained, to collect debts, as private or nonpublic data. We may provide data to you as described in Minnesota Statutes Section 16D, subdivision 2.
- D. Minnesota Statutes Chapter 13 does not govern Minnesota Judicial. Rules adopted by the Supreme Court govern access to data of the judiciary. See Minnesota Statutes Section 13.90, subdivision 2.

Legal Requirements

- A. This Service Level Agreement is effective for three years unless canceled by either party.
- B. We will suspend your access to e-Services for a violation of this Service Level Agreement. We will send you due notice, providing you an opportunity to a hearing before we suspend you.
- C. The authorized agent(s) for (insert referring agency name) is/are (insert user name(s) or their successor.

The authorized agent for the Minnesota Department of Revenue is the Collection Division

Director.

- D. You may not assign or transfer any rights or obligations under this Service Level Agreement without prior written approval of the department.
- E. The referring agency and the department agree we are each responsible for our own acts and the results thereof to the extent authorized by law. We are not responsible for the acts of any others and the results thereof.
- F. Any amendments to this Service Level Agreement must be in writing and executed by the same parties who executed the original agreement or their successors in office.

Signature Page

Your authorized agent must sign and return this Service Level Agreement to us by Monday February 28, 2022. This agreement is effective on the date signed by the Minnesota Department of Revenue Collection Division Director. This agreement supersedes all prior formal and/or informal agreements between the two agencies.

AGENCY NAME: Chisago County Health & HUMAN S

SIGNATURE: _____ DATE: _____

NAME (Printed): ROBERT BENSON TITLE: DIRECTOR

EMAIL: Robert.Benson@chisagocounty.us PHONE: _____

APPROVED BY:
Minnesota Department of Revenue

SIGNATURE: Sara Westly
Collection Division Director

DATE: _____

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

2. COUNTY OF CHISAGO:
APPROVED

Signed:
Title: Rick Greene, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

Signed:
Title: Robert Benson, Health and Human Service Director
Date:

Reviewed as to Form:

Signed: <i>Janet Reiter</i>
Title: Janet Reiter, Chisago County Attorney
Date: 1/26/2022

Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 5
Title of Item for Consideration: Out of State Travel Request – NACVSO Conf.. San Antonio, TX	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: NACVSO (National Association of County Veteran Service Officers) Annual Training Conference was recognized officially by the U.S. Department of Veterans Affairs "for the purpose of preparation, presentation, and prosecution of claims. The purpose is to Train & educate CVSOs and veterans advocates in preparation, submission and representation of claims with DVA, also to advocate on behalf of veterans and eligible family members to receive the benefits in which they are rightfully earned. Attachment(s): - Out of State Travel Request – Bryan Brown - Out of State Travel Request – Wendy Kowalke	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Requests for Bryan Brown and Wendy Kowalke to travel to Texas to attend the National Association of County Veterans service officers annual training conference in San Antonio, TX, June 4-10, 2022. The following motion is suggested: <i>“Move to approve the Out-of-State Travel Requests for Bryan Brown and Wendy Kolwalke to travel to Texas to attend the National Association of County Veterans Service Officers conference in San Antonio, TX, June 4-10, 2022.”</i>	
Implications of Action: Approval of this agreement will give Bryan Brown and Wendy Kowalke the continuing education that is required for their positions in order to serve Chisago County and the Veterans of Chisago County. Budget/Financial Implications: Funds for this out of state travel will come from the MDVA grant in the amount of \$3,000.00. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve _____	Deny _____
Other _____	
Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____
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Chisago County Out-of-State Travel Request

Date Submitted
Employee Name
Department

Bryan Brown
Veterans Office

Destination

Hyatt Regency - 123 Losoya Street San Antonio, Texas

Purpose of Travel

National Training

Departure Date
Return Date

4-Jun-22
10-Jun-22

Total Travel Expenses

\$1,650.00

Supervisor Name (PRINT)

Robert Benson

Supervisor's Signature

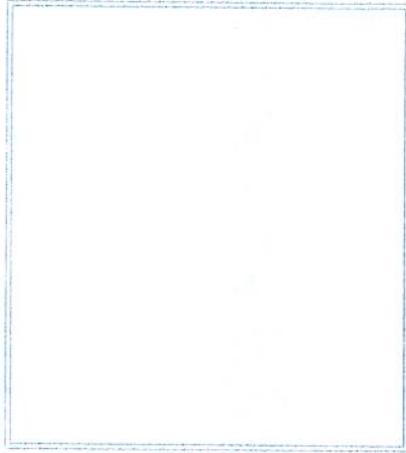
Robert Benson

County Board Signature

Date Approved

1/26/2022

Date Approved



Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Delta Airlines	\$325.00		\$325.00
Ground Transportation	Taxi from airport to hotel	\$50.00	1	\$50.00
Conference/Registration Fees	Conference Fees	\$75.00	1	\$75.00
Lodging	Hyatt Regency, 123 Losoya Street, San Antonio, TX	\$1,200.00	1	\$1,200.00
Meals			1	\$0.00
Mileage			1	\$0.00
Grand Total				\$1,650.00

Chisago County Out-of-State Travel Request

Date Submitted
Employee Name
Department

Wendy Kowalke
Veterans Office

Destination

Hyatt Regency - 123 Losoya Street - San Antonio, TX

Purpose of Travel

National Training

Departure Date
Return Date

4-Jun-22
10-Jun-22

Total Travel Expenses

\$1,650.00

Supervisor Name (PRINT)

Bryan Brown

Supervisor's Signature

B. J. Brown

County Board Signature

Date Approved

6/25/22

Date Approved

Anticipated Expenses

Type of Expense

Description of Expense

Daily Expenses
(Except Airfare)

of
Days

Total Expenses

Airfare

Ground Transportation

Conference/Registration Fees

Lodging

Meals

Mileage

\$325.00

\$50.00

\$75.00

\$1,200.00

\$0.00

\$0.00

\$1,650.00

Grand Total

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
February 2, 2022**

TAB # 6

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 2/3/2022 \$746,679.64

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

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, January 19, 2022**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, January 19, 2022 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka. Also present: County Administrator Chase Burnham, Assistant County Attorney Jeffrey Fuge, and Clerk of the Board Christina Vollrath. ABSENT: Robinson.

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

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

On motion by DuBose, 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. **OPPOSED:** None. **ABSENT:** Robinson.

The Board was given updates on the current projects of the Public Works Department from County Engineer Joe Triplett. *No action was taken.*

On motion by DuBose, seconded by Montzka, the Board moved items 1-5 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by DuBose, seconded by Dunne, the Board moved to close the Road and Bridge Committee of the Whole at 6:40 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – Bridge 13507 Replacement Project
- 3.) R&B Committee Recommendation – CSAH 26 Reconstruction Project
- 4.) R&B Committee Recommendation – County Road 55 Paving Project
- 5.) R&B Committee Recommendation – County Road 79 Paving Project
- 6.) Minutes from the January 4, 2022 Organizational Meeting

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

Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at <https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed as a total dollar amount and notes the number of claims included in the total.

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

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

On motion by Montzka, seconded by DuBose, the Board moved to approve and authorize execution of the FY 2022 & 2023 State of Minnesota Board of Water and Soil Resources Natural Resource Block Grant Agreement. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by Montzka, seconded by Dunne, the Board moved to approve and authorize disbursement of Natural Resource Block Grant Low Income Subsurface Sewage Treatment System Upgrade Grant Funds in accordance with the Low Income SSTS Grant Policy as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by DuBose, seconded by Dunne, the Board moved to approve the agreement for Building Plan Review, Building Code Inspection, Septic Plan Review & Septic Inspection Services by and between Chisago County and the City of Shafer as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by DuBose, seconded by Dunne, the Board moved to approve Resolution 22/0119-02, a resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Douglas Johnson DJ's Dream Preliminary Plat & Rezoning at 1499 505th Street, Nessel Township, (PID #06.00500.00) with findings and conditions as recommended by the Planning Commission. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by DuBose, seconded by Dunne, the Board moved to approve Resolution 22/0119-01, with a deletion of condition 9, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Jason Klar Conditional

Use Permit for Major Home Occupation to conduct Permit to Carry Classes with an outdoor shooting area at 47311 Government Road, Sunrise Township, (PID #09.00485.02) with Findings and Conditions as recommended by the Planning Commission. The motion **failed** as follows: **IN FAVOR THEREOF:** DuBose, Dunne. **OPPOSED:** Greene, Montzka. **ABSENT:** Robinson.

On motion by DuBose, seconded by Dunne, the Board moved to extend the time for acting on the Klar CUP for a period not to exceed 60 days so as to allow further Planning Commission review on noise and another site visit. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

CITIZENS FORUM

TIME – 7:09 p.m.

END TIME – 7:15 p.m.

1 letters, 0 emails, # of **SPEAKERS** - 2

On motion by DuBose, seconded by Dunne, the Board moved to direct the Planning Commission To set a March 3, 2022 public hearing 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. Commissioner Greene made a friendly amendment to the motion to amended the amended ordinance in Section 7.32 B (2) c to the minimum acreage of 160 acres. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by DuBose, seconded by Dunne, the Board moved to approve the agreement between Washington Conservation District and Chisago County for the 2022-24 East Metro Water Resource Education Program. Funding for the 2022 program is \$6,685.62. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by DuBose, seconded by Dunne, the Board moved to accept the Association of Minnesota Counties and Board of Water and Soil Resources, 2021 County Conservation Award for the Lower St. Croix Watershed Partnership and the counties of Anoka, Chisago, Isanti, Pine, and Washington as presented at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

Comfort Lake Forest Lake Watershed District Presentation 7:24 p.m. to 7:49 p.m.
-Michael Kinney, Administrator and Jackie Anderson, Manager
On motion by Montzka, seconded by DuBose, the Board moved to accept the Comfort Lake Forest Lake Watershed District Presentation. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by Dunne, seconded by Montzka, the Board moved to appoint Tanya Paine as an At Large representative on the East Central Library Board effective January 4, 2022 thru December 31, 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by Dunne, seconded by DuBose, the Board moved to appoint Brian Sandel as a representative on the Extension Committee for District 5 effective January 4, 2022 thru January 2, 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by DuBose, seconded by Dunne, the Board moved to appoint John Eret as an At Large representative on the Water Plan Policy Team effective January 4, 2022 thru January 4, 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by DuBose, seconded by Dunne, the Board moved to appoint Bob Klatt as an At Large representative on the Water Plan Policy Team effective January 4, 2022 thru January 4, 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by DuBose, seconded by Montzka, the Board moved to accept the 2022 Recorder Annual Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by Montzka, seconded by Dunne, the Board moved to adopt the resolution approving signatures on the Lake Area Bank account for 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by DuBose, seconded by Montzka, the Board moved to adopt resolution supporting the Auditor-Treasurer's Help American Vote Act grant application. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by Montzka, seconded by DuBose, the Board moved to approve the Ship Grant Agreement – Taylors Falls Elementary. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by DuBose, seconded by Dunne, the Board moved to approve the application to conduct excluded bingo for the Chisago Lakes Area Wrestling Foundation on April 2, 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by Dunne, seconded by Montzka, the Board moved to approve the contract between Chisago County and Teamsters/LELS for 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by DuBose, seconded by Dunne, the Board moved to approve the contract between Chisago County and HUB International. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by Montzka, seconded by Dunne, the Board moved to approve hiring a part time licensed deputy to replace a part time security officer at the Chisago County Government Center. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by Dunne, seconded by DuBose, the Board moved to approve increasing the CSO position from part time to full time. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

On motion by Montzka, seconded by DuBose, the Board moved to approve the application to conduct a raffle for the MN Deer Hunters Association Wild River Chapter on March 26, 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson.

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 DuBose, seconded by Montzka, the Board adjourned the meeting at 8:21 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None. **ABSENT:** Robinson

Richard Greene, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

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Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 8
Title of Item for Consideration: Proclamation – Honoring the Life and Legacy of Commissioner Mike Robinson	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: The Chisago County Guidelines for Requested Resolutions and Proclamations was adopted July 15 th , 2020.	
Background: Commissioner Mike Robinson passed away suddenly on Sunday, January 23rd. He served as the District 5 Chisago County Commissioner from January 2nd, 2001 to January 23rd, 2022, 21 years. This proclamation is being made because the Chisago County Board of Commissioner want to posthumously express thank you to Commissioner Robinson for his dedication and performance, and to remember him as a dedicated public servant to his community and Chisago County. Additionally, the Board will proclaim February 2nd, 2022 as a day of remembrance for his service to Chisago County. Attachment(s): Proclamation	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners to approve the Proclamation – Honoring the Life and Legacy of Commissioner Mike Robinson. The suggested motion is as follows: <i>“Move to approve the Proclamation – Honoring the Life and Legacy of Commissioner Mike Robinson.”</i>	
Implications of Action: If approved, the County Board will make a Proclamation – Honoring the Life and Legacy of Commissioner Mike Robinson. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

PROCLAMATION

Honoring the Life and Legacy of

Mike Robinson

former

Chisago County District 5 Commissioner

WHEREAS, Mike Robinson nobly served Chisago County as County Commissioner from January 2nd, 2001, through January 23rd, 2022, and thereafter remained a resident until his passing on January 23rd, 2022; and

WHEREAS, Mike represented his District admirably and worked constantly for his constituents, much to the betterment of the Rush City area and the larger Chisago County community; and

WHEREAS, the Chisago County Board of Commissioners wishes to express its sincere thanks and appreciation for Mike's dedication and outstanding performance of his duties during his tenure; and

WHEREAS, this proclamation is made posthumously to serve as a reminder that Mike will always be remembered as a dedicated public servant to our community and a valued citizen of Chisago County.

NOW, THEREFORE, on behalf of the citizens of Chisago County, it is our honor and privilege to offer this Proclamation in honor of the Life and Legacy of former Chisago County Commissioner Mike Robinson.

BE IT FURTHER RESOLVED, that we, the Chisago County Board of Commissioners, do hereby proclaim today, February 2nd, 2022, a day of remembrance for Mike Robinson and affirm through this act the faithful and dedicated services which he performed for 21 years as County Commissioner.

Dated this 2nd day of February, 2022

COUNTY BOARD OF CHISAGO COUNTY

By: _____

Richard Greene, Chair

Attest: _____

Christina Vollrath, Clerk of the Board

Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 9
Title of Item for Consideration: Commissioner Vacancy - Special Election Resolution	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: Due to the District 5 vacancy on the Chisago County Board of Commissioners, created by the unexpected death of Commissioner Mike Robinson, the Board must act to fill the District 5 vacancy. The Board must adopt a resolution that officially declares a vacancy in District 5 on the Chisago County Board of Commissioners. Second, the Board must adopt a resolution that calls for a special election that identifies when the special election will be held. Under MN Stat. 375.101, the special election to fill the vacancy of the District 5 seat on the Chisago County Board of Commissioners is to be held on <u>August 9th, 2022</u> at the earliest. This is the date of the state regular primary. In the event the County receives two affidavits of candidacy to fill the vacancy, the County must hold a primary election on <u>August 9th, 2022</u> and the regular election would follow and be held concurrently with the regular election on <u>November 8th, 2022</u>. State law requires a period of 14 days for persons to file an affidavit of candidacy to fill the vacancy. The filing period for a special election set for August 9th, 2022 will open on <u>Tuesday, May 17th, 2022 at 8:00 am</u> and close on <u>Tuesday, May 31st, 2022 at 5:00 p.m.</u> Attachment(s): • Resolution • County Attorney Memo • MN Stat. 375.101	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution declaring the District 5 seat on the Chisago County Board of Commissioners vacant and which calls for special election to fill vacancy for August 9th, 2022. The suggested motion is as follows: <i>“Move to approve the resolution declaring the District 5 seat on the Chisago County Board of Commissioners vacant and which calls for special election to fill vacancy for August 9th, 2022.”</i>	
Implications of Action: If approved the County will begin the process to fill the District 5 vacancy on the Chisago County Board of Commissioners. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	

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

Chisago County Board of Commissioners

RESOLUTION NO. 22/0202-X CHISAGO COUNTY BOARD OF COMMISSIONERS DISTRICT 5 VACANCY - SPECIAL ELECTION RESOLUTION

WHEREAS, there is a vacancy in the District 5 County Commissioner position caused by an unexpected death on January 23rd, 2022;

WHEREAS, the remaining term for the vacant position exceeds one year;

WHEREAS, in order to fill the vacancy as expediently as possible, the County Board of Commissioners must hold a special election pursuant to MN Statute 375.101;

BE IT RESOLVED to declare the District 5 Board of Commissioner seat vacant as of January 23rd, 2022; and

BE IT FURTHER RESOLVED that the Chisago County Board of Commissioners hereby calls for a Special Election to be held to fill said vacancy; and

BE IT FURTHER RESOLVED that the filing period for said Special Election shall occur between 8:00am on May 17th, 2022 and 5:00pm on May 31st, 2022; and

BE IT FURTHER RESOLVED should the County receive two or less affidavits of candidacy during the filing period that a Special Election to fill the vacant seat shall be held on November 8th, 2022; and

BE IT FURTHER RESOLVED should the County receive more than two affidavits of candidacy during the filing period, a Special Primary would be statutorily required and would be held on August 9th, 2022 with the Special Election to be held on November 8th, 2022.



Office of the Chisago County Attorney
Janet Reiter, County Attorney

313 North Main Street, Suite 373
Center City, MN 55012
Phone (651) 213-8400
Facsimile (651) 213-8401

January 27, 2022

To: Honorable Commissioners of the Chisago County Board
Chase Burnham, County Administrator

From:  Janet Reiter, County Attorney

Re: Vacancy in the District 5 Office of County Commissioner
Term Expiring on December 31, 2024

On the request of the County Administrator, the County Attorney's Office provides this memo to outline the process for filling the District 5 Office of County Commissioner that has become vacant upon the passing of incumbent Commissioner Mike Robinson on January 23, 2022. This memo accompanies the meeting packet for the February 2, 2022 meeting of the County Board of Commissioners so that the important steps in filling the vacancy may be timely initiated.

Special Election to Fill the Vacancy

The County Attorney's Office reviewed relevant statutes and considered clarifications provided by the Minnesota Secretary of State's Office contained in its *County Election Administration Guide*. Minnesota Statutes section 375.101, Subd. 4, provides in pertinent part, "All elections to fill vacancies shall be for the unexpired term. If one year or more remains in the unexpired term, a special election must be held under subdivision 1." Section 375.101, Subd. 1, (a), provides that a vacancy in the office of county commissioner may be filled as provided in Subd. 1 and Subd 2, or as provided is Subd. 4. "The person elected at the special election shall take office immediately after receipt of the certificate of election and upon filing the bond and taking the oath of office and shall serve the remainder of the unexpired term." Minnesota Statutes section 375.101 Subd 1 (b).

Admittedly, Section 375.101 is confusing its express language and, for that reason, the County Attorney's Office further reviewed the Minnesota Secretary of State's *County Election Administration Guide*. The *County Election Administration Guide*, at Section 18.4.2 states "[c]ounty commissioner vacancies can be either filled immediately by special election or by appointment depending on the length of the remaining terms." At Section 18.4.2.1, the *County Election Administration Guide* states: "If one year or more remains in the unexpired term, a special election must be held." Upon the clarification provided by the Minnesota Secretary of State's

Office, the County Attorney's Office has the legal opinion that in this particular instance the County Board of Commissioners would likely not have the authority to appoint a person to fill the vacancy in the District 5 Commissioner Office.

Resolution to Declare a Vacancy and to Call for Special Election

There are two actions that the County Board of Commissioners must make to initiate the special election process. First, the County Board of Commissioners would need to adopt a resolution that declares a vacancy in the District 5 Office of County Commissioners. Second, the County Board of Commissioners would also need to adopt a resolution that calls for a special election and that identifies when that special election will be held. The County Board of Commissioners may adopt one resolution that takes both actions to declare the vacancy and to call for a special election with an identified date of the special election. The proposed resolution being offered at the February 2, 2022 meeting of the County Board of Commissioners combines into one resolution these two important actions.

Date of the Special Election

State law determines when the special election will be held to fill a vacancy. Minnesota Statutes section 375.101, Subd 1 (a) states that "[t]he county board may by resolution call for a special election on a date authorized by section 205.10, Subdivision 3a." Section 205.10, Subdivision 3a states that a special election must be held on one the following:

" . . . the second Tuesday in February, the second Tuesday in April, the second Tuesday in May, the second Tuesday in August, or the first Tuesday after the first Monday in November."

Minnesota Statutes section 205.10, Subd. 3a. At Section 18.4.2.1, the *County Election Administration Guide* explains the options available for the date of the special election for a vacancy. A special election held immediately following a vacancy must be held:

- No less than 120 days following a vacancy, but no later than 84 days before the next regularly scheduled primary election;
- Concurrently with the next regularly scheduled primary and general election; or
- No sooner than 120 days following the next regularly scheduled general election.

This explanation places the special election to fill the vacancy of the District 5 Office of County Commissioner on **August 9, 2022** at the earliest. Because the state regular primary will also be held on August 9, 2022, the special election will be held with the state regular primary.

In the event that the County receives more than two affidavits of candidacy to fill the vacancy, the County would hold a primary special election and then a regular special election. The primary special election would be held on **August 9, 2022**, concurrently with the state primary election and the regular special election would follow, being held concurrently with the regular election on **November 8, 2022**.

Filing Period for Candidacy

State law requires a period of 14 days in which persons may file an affidavit of candidacy to fill the vacancy. Per statute, the opening and closing dates of filing for candidacy may be no more than 84 days nor less than 70 days before the date set for the special election. The filing period for a special election set for August 9, 2022 will open on **Tuesday, May 17, 2022 at 8:00 a.m.** and close on **Tuesday, May 31, 2022 at 5:00 p.m.**

A copy of Minnesota Statutes section 375.101 is attached for your review. Please contact me if you have questions or would like to discuss this matter further.

JR

Attachment

375.101 VACANCY IN OFFICE OF COUNTY COMMISSIONER.

Subdivision 1. Option for filling vacancies; special election. (a) Except as provided in subdivision 3, a vacancy in the office of county commissioner may be filled as provided in this subdivision and subdivision 2, or as provided in subdivision 4. If the vacancy is to be filled under this subdivision and subdivision 2, it must be filled at a special election. The county board may by resolution call for a special election to be held on a date authorized by section 205.10, subdivision 3a.

(b) The person elected at the special election shall take office immediately after receipt of the certificate of election and upon filing the bond and taking the oath of office and shall serve the remainder of the unexpired term. If the county has been reapportioned since the commencement of the term of the vacant office, the election shall be based on the district as reapportioned.

Subd. 2. When victor seated immediately. If a vacancy for which a special election is required occurs less than 120 days before the general election preceding the end of the term, the vacancy shall be filled by the person elected at that election for the ensuing term who shall take office immediately after receiving the certificate of election, filing the bond and taking the oath of office.

Subd. 3. Inability or refusal to serve. In addition to the events specified in section 351.02, a vacancy in the office of county commissioner may be declared by the county board when a commissioner is unable to serve in the office or attend board meetings for a 90-day period because of illness, or because of absence from or refusal to attend board meetings for a 90-day period. If any of the preceding conditions occurs, the county board may, after the board by resolution has declared a vacancy to exist, make an appointment to fill the vacancy at a regular or special meeting for the remainder of the unexpired term or until the ill or absent member is again able to resume duties and attend county board meetings, whichever is earlier. If the original member is again able to resume duties and attend board meetings, the board shall by resolution so determine and remove the appointed officeholder and restore the original member to office.

Subd. 4. Vacancies of less than one year; appointment option. Except as provided in subdivision 3, and as an alternative to the procedure provided in subdivisions 1 and 2, any other vacancy in the office of county commissioner may be filled by board appointment at a regular or special meeting. The appointment shall be evidenced by a resolution entered in the minutes and shall continue until an election is held under this subdivision. All elections to fill vacancies shall be for the unexpired term. If one year or more remains in the unexpired term, a special election must be held under subdivision 1. If less than one year remains in the unexpired term, the county board may appoint a person to fill the vacancy for the remainder of the unexpired term, unless the vacancy occurs within 90 days of the next county general election, in which case an appointment shall not be made and the vacancy must be filled at the general election. The person elected to fill a vacancy at the general election takes office immediately in the same manner as for a special election under subdivision 1, and serves the remainder of the unexpired term and the new term for which the election was otherwise held.

Subd. 5. County boards vacancy appointment; public hearing. Before making an appointment to fill a vacancy under subdivision 4, the county board must hold a public hearing not more than 30 days after the vacancy occurs with public notice given in the same manner as for a special meeting of the county board. At the public hearing the board must invite public testimony from persons residing in the district in which the vacancy occurs relating to the qualifications of prospective appointees to fill the vacancy. Before making an appointment, the board also must notify public officials in the affected district on the appointment, including town board and city council members, and must enter into the record at the board meeting in which the appointment is made the names and addresses of the public officials notified. If after the public hearing, the board is unable or decides not to make an appointment under subdivision 4, it must hold a special election

under subdivision 1, but the time period in which the election must be held begins to run from the date of the public hearing.

History: *1975 c 280 s 2; 1984 c 629 s 2; 1996 c 422 s 1; 2007 c 52 s 1,2; 2008 c 246 s 1,2; 2010 c 201 s 80,81; 2017 c 92 art 2 s 18*

Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 10	
Title of Item for Consideration: 2022 Citizen Appointment to Water Plan Policy Team		
Action Requested by: County Administrator	Department: Administration	
Previous Action on this Matter: Annually, the Board of Commissioners is asked to appoint citizens to specific County Committees. The Board of Commissioners determine who will be on the committees by reviewing citizen's application and then appointing eligible applicants to each Board/ Committee/Commission. The Board appointed Citizens to various Boards/Committees/Commissions at the Yearly Organizational meeting on January 4th, 2022.		
Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is required to appoint a citizen to a committee. There are currently seven Boards/Committees/Commissions that require appointments/reappointments. - Water Plan Policy Team – Scott Noland, Center City, At Large Attachments: - Citizen Application		
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint/reappoint citizens to the designated open Boards/Committees/Commissions for the identified terms. The following motion is suggested to appoint/reappoint each individual: <i>“Move to appoint _____ as a representative on the _____ ; effective January 4th, 2022 thru _____.”</i>		
Implications of Action: If the recommended actions are undertaken, the County Board will have appointed citizens to its various Boards/Committees/Commissions for the proper durations. Budget/Financial Implications: None. Applicable per diems and mileage accounts have been established and approved as part of the 2022 Budget for the identified Boards/Committees/Commissions. Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.		
Administrator's Recommendation		
Approve	Deny _____	Other _____

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

Water Plan Policy Team

Scott Noland – Center City, MN – At Large

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

I have worked 20 years in the land and natural resource management field. Currently, employed by MN DNR as an Area Wildlife Manager covering Hennepin, Anoka, Washington, and Ramsey counties. I've completed restoration and enhancement projects on water resources including aerial herbicide treatment of hybrid cattail, electric carp fish barrier installation and associated fish surveys, wild rice seeding, cattail boom installation, weir management, Clemson leveler installation, beaver control, floating boardwalk install, purple loosestrife biocontrol release, and have knowledge of ditchwitch or cookiecutter treatment of cattail bogs. Prior to my work with MN DNR, I was the Assistant Land Commissioner for Cass County, MN. I'm familiar working with County, City, and Township Boards to manage public land and water resources. Lastly, my wife and I completed a Lawns to Legumes shoreline restoration project at our house via Chisago County SWCD. We completed the site prep, design, and installation ourselves.

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

We moved here in 2019 and enjoy the excellent water recreation opportunities in the area. I would like to do my part to assist with managing those resources sustainably for the benefit of all involved.

Why do you want this appointment?

My wife and I value community and public service in our lives. Assisting the Water Plan Policy Team is a way to offer my experience, interest, and background in the place we call home.

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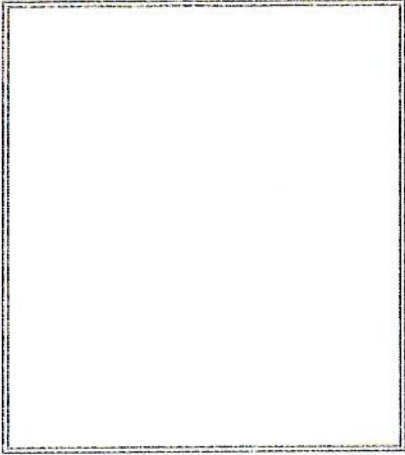
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Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 11
Title of Item for Consideration: Out of State Travel Request – NACE Conference. Wisconsin Dells, WI	
Action Requested by: Joe Triplett, P.E.	Department: Chisago County Public Works
Previous Action on this Matter: None.	
Background: County Engineer Joe Triplett is requesting to attend the annual National Association of County Engineers (NACE) conference in Wisconsin Dells, WI. The conference runs from 4/22 to 4/26. Topics this year include Bridge construction, Construction management, Pavement surfacing and preservation, Innovative Technology, Emergency management, Facilities, Fleet / asset management, Local road safety plans, Solid waste and storm water control, Snow and ice removal, Water / wastewater, Professional Development, Federal legislation. Attachments: - Out-of-State Travel Request Form 2018 NACE Conference info	
Action Requested/Recommended: The County Board is respectfully requested to approve the Out-of-State Travel request for County Engineer Joe Triplett to attend the 2022 NACE Conference in the Wisconsin Dells 4/22-4/26. The following motion is suggested: <i>“Move to approve the out of state travel request to attend 2022 NACE Conference in the Wisconsin Dells from April 22-26.”</i>	
Implications of Action: Board approval at tonight’s meeting will allow County Engineer to attend National conference to keep current on safety & transportation issues and to obtain Professional Development Hours toward keeping licensure as Professional Engineer. Budget/Financial Implications: Included in training and continuing education budget. Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.	
Administrator’s Recommendation	
Approve _____	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	1/25/2022	
Employee Name	Joe Triplett	
Department	Public Works	
Destination	<u>Buffalo, NY</u>	
Purpose of Travel	National Association of County Engineers (NACE) Annual Conference	
Departure Date	4/23/2022	
Return Date	4/28/2022	
Total Travel Expenses		\$1,295.00
Supervisor Name (PRINT)	Joe Triplett	
Supervisor's Signature		Date Approved <u>1/25/22</u>
County Board Signature		Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				\$0.00
Ground Transportation			1	\$0.00
Conference/Registration Fees		\$645.00	1	\$645.00
Lodging		\$120.00	5	\$600.00
Meals		\$50.00	1	\$50.00
Mileage			1	\$0.00
Grand Total				\$1,295.00



SCHEDULE AT A GLANCE

Registration Hours: Sunday (8:00 am- 6:00 pm) | Monday (7:00 am- 6:00 pm) | Tuesday (7:00 am- 4:00 pm) | Wednesday (7:45 am- 1:30 pm)

Registration will be in the main lobby of the Buffalo Convention Center.

Sunday, April 24	Event
8:00 am- Noon	NACE Board of Directors Meeting
11:00 am	NACE Awards Committee Meeting
5:30 pm- 7:30 pm	NACE Welcome Reception at the Convention Center
7:30 pm- until	NFL Dinner
Monday, April 25	
7:45 am- 9:50 am	Opening General Session & Delegate Breakfast
10:00 am- 10:50 am	Technical Sessions
11:00 am- 11:50 am	Technical Sessions
Noon- 1:30 pm	Delegate Lunch and General Session
1:45 pm- 2:35 pm	Technical Sessions
2:45 pm- 3:35 pm	Technical Sessions
3:30 pm	Exhibit Hall Opens
5:00 pm- 6:30 pm	Reception in the Exhibit Hall
6:30 pm- 7:30 pm	Corporate Member & New Member Reception
TBA	State Affiliate Dinners
9:00 pm- 11:00 pm	NACE Hospitality Room
Tuesday, April 26	
8:00 am- 9:15 am	Breakfast in the Exhibit Hall
9:45 am- 10:15 am	NACE Committee Meetings
11:00 am- Noon	Technical Sessions
11:30 am- 1:30 pm	Lunch in the Hall
2:00 pm- 3:00 pm	Technical Sessions
3:30 pm	Refreshments & Prize Drawings in the Hall
3:45 pm- 4:45 pm	Technical Sessions
6:00 pm- 10:00 pm	Offsite Event @ Riverworks
Wednesday, April 27	
7:00 am- 8:00 am	Snappy Tom Reception
8:00 am- 9:30 am	Guest & Delegate Breakfast with Speaker
9:45 am- 10:35 am	Technical Sessions
10:45 am- 11:35 am	Technical Sessions
11:40 am- 12:10 pm	NACE Committee Meetings
12:15 pm- 1:30 pm	Annual Business Meeting
2:00 pm- 5:00 pm	Technical Tour: Lockport Locks
2:00 pm- 5:00 pm	Maid of the Mist Launch & Niagara Falls
6:00 pm- 7:00 pm	President's Reception
7:00 pm- 9:00 pm	NACE Annual Banquet
9:00 pm- 10:00 pm	NACE Hospitality Room
Thursday, April 28	
8:30 am- 10:00 am	NACE Board of Directors Meeting and Breakfast
10:00 am- 11:00 am	NACE Board of Directors Meeting

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Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 12
Title of Item for Consideration: Letter of Support – ECRDC for Small Business Revolving Loan Fund	
Action Requested by: Chase Bumham, County Administrator	Department: County Administration
Previous Action on this Matter: None.	
Background: The East Central Regional Development Commission (ECRDC) is asking for the Chisago County Board of Commissioners to support its grant application to the US Department of Commerce/Economic Development Administration to start a new Revolving Loan Fund. The ECRDC Revolving Loan Fund would assist many businesses with gap financing and credit to help start and expand new and existing businesses. Attachment(s): Letter of Support	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve a letter of support for the East Central Regional Development Commission's application to the US Department of Commerce/Economic Development Administration to start a new revolving loan fund. The following motion is suggested: <i>“Move to approve a letter of support for East Central Regional Development Commission's application to the US Department of Commerce/Economic Development Administration to start a new revolving loan fund.”</i>	
Implications of Action: Approval will show the Chisago County Board of Commissioners support the East Central Regional Development Commission's application to the US Department of Commerce/Economic Development Administration to start a new revolving loan fund. 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 _____



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

January 24, 2022

Susan Brehm, Regional Director
US Department of Commerce - Economic Development Administration
Chicago Regional Office
230 S. Dearborn St., Suite 3280
Chicago, IL 60604

Re: Letter in Support of ECRDC Grant Application for RLF Funds

Dear Ms. Brehm:

This letter is in support of a grant application from the East Central Regional Development Commission (ECRDC) to the US Department of Commerce / Economic Development Administration (EDA) for funding to create a new small business Revolving Loan Fund (RLF).

The ECRDC RLF program has assisted many businesses in our community with gap financing, picking up where traditional credit sources ended, to help start new and expand existing businesses.

And their recent COVID RLF helped many small businesses struggling under the strain of COVID-19, and the fight against it, stay afloat in these difficult times.

We respectfully ask that you consider this application from the ECRDC for funding to help start a new RLF fund to assist more businesses in East Central MN.

Sincerely,

Richard Greene
Chair, Chisago County Board of Commissioners

Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 13
Title of Item for Consideration: Sheriff's Office Squad Replacements	
Action Requested by: Sheriff Thyen	Department: Chisago County Sheriff's Office
Previous Action on this Matter: The Board has not heard previous commentary on these specific replacement vehicles.	
Background: Replacement for two totaled vehicles is needed for the Sheriff's Office. Both squads were involved in separate incidents that rendered them a "total loss." The Sheriff's Office has worked with MCIT to get insurance payments, but additional funds are needed to replace both vehicles. Attachment(s): - Replacement Pricing Information - Estimates from various vendors on replacement costs	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the needed funding for replacement of two squad cars that were totaled. The following motion is suggested: <i>"Move to approve the needed funding of \$44,418.36 for the replacement of two squad cars."</i>	
Implications of Action: This is a one-time payment to replace two totaled squad cars. These squad cars are necessary for the Sheriff's Office to keep our fleet updated and functioning. Budget/Financial Implications: MCIT has been contacted and has paid \$46,579.00 in reimbursement funds for these damaged vehicles. The Sheriff's Office is requesting \$44,418.36 to replace and fully outfit the two replacement vehicles that are needed. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator's Recommendation	
Approve _____	Deny _____
Other	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Item	Company	Description	Price/Unit	Qt Needed	TOTAL
2022 Ford Explorer	2022 State Bid- Ford		\$32,750.00	2	\$65,500.00
Equipment Package	2022 EATI State Contract Pricing	Lights, Siren, Control Mounts, Cage ETC.	\$10,348.43	2	\$20,696.86
Squad Build	Emergency Equip. Inc.	Squad Upfitting	\$1,852.25	2	\$3,704.50
Decals	Grafix Shoppe		\$548.00	2	\$1,096.00
Radar		REUSABLE			
Stop-Sticks		REUSABLE			
Fire Ext.		REUSABLE			
----	----	TOTAL ABOVE:	\$45,498.68		\$90,997.36
Totaled Squad #319	MCIT Payment- \$31,670.00	Amount Short- \$13,828.68			
Totaled Squad #517	MCIT Payment- \$14,909.00	Amount Short- \$30,589.68			
Both Replacements	----	Total needed to replace both squads after MCIT payments:			\$44,418.36

MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST

082478

Vendor ID Vendor
CHI007 CHISAGO COUNTY

Payment Number
105189

Date
10/26/2021

Check Number
000000000082478

Invoice/Claim # Description

21PC1082

2018 Ford Explorer damaged during 10/11/2021 pursuit. Per independent appraiser's repair estimate
less \$1000 collision deductible

01-201-5880

21PC1058

Total loss 2019 Dodge Durango left roadway on 10/12/2021. MCIT obtains salvage

12-201-5880

Amount Paid

\$7,790.11

\$0.00

\$0.00

\$31,670.00

\$0.00

unit
- 518

- unit 319

Rec # 12212
11/5/21

TOTALS: \$39,460.11

MINNESOTA COUNTIES
INTERGOVERNMENTAL TRUST

100 EMPIRE DRIVE • SUITE 100
ST. PAUL, MN 55103-1885
651-209-6400

BMO-Harris Bank N.A.
Mayville, WI 53050
79-600/759

082478

PAY

Thirty Nine Thousand Four Hundred Sixty Dollars And 11 Cents

10/26/2021

\$39,460.11

CHISAGO COUNTY

DATE

AMOUNT

TO THE
ORDER
OF

313 N MAIN ST RM 174
CENTER CITY, MN 55012

Chen: Mm

Boyan M. Dylan
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈082478⑈ ⑆075906003⑆ 00001⑈94865⑈

MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST

Vendor ID Vendor
CHI007 CHISAGO COUNTY

Payment Number
105189

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10/26/2021

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Amount Paid

\$7,790.11

\$0.00

\$0.00

\$31,670.00

\$0.00

TOTALS: \$39,460.11

**Emergency Equipment Connections, Inc**

PO Box 56
Lindstrom, MN 55045

Phone # 651-347-0303 emergencyequipmentinc@gmail.com

Estimate

Date	Estimate #
5/12/2021	1563

Name / Address

Chisago County Sheriff's Office
15230 Per Road
Center City, Minnesota 55012
USA
Capt Mahowald/Anklan

Project

Part #	Description	Qty	Rate	Total
	Quote for ONE - 2022 Squad upfitting		0.00	0.00
	Ties, Connectors, Wire, Wire Loom, Chemicals, Sealants, Screws, thread locker etc		150.00	150.00T
	Labor	32	49.95	1,598.40T
	Magnetic Microphone holder kit	1	34.95	34.95T
	806-866 Phantom Antenna White	1	38.95	38.95T
	75 Amp relays	1	29.95	29.95T
Subtotal				\$1,852.25
Sales Tax (0.0%)				\$0.00
Total				\$1,852.25

Anderson and Koch Ford Inc. Proposal

exclusively for Chisago County Sheriff's Department

By: Rob Forrest

VEHICLE INFORMATION

December 23, 2021

STOCK #	-	YEAR	<u>2022</u>
VIN #	_____	MAKE	<u>Ford</u>
MILEAGE	<u>10</u>	MODEL	<u>Police Interceptor Utility</u>
ENGINE		STYLE	<u>AWD</u>
TRANS.	<u>Automatic</u>	COLOR	

VEHICLE EQUIPMENT LIST

4WD	Automatic 10-Spd
ABS (4-Wheel)	Blind-Spot Information
AdvanceTrac	Camera: Backup/Rear
Air Bags (Side): Front	Camera: Multi-View
Air Bags: Dual Front	Collision Warning
Air Bags: F&R Head	Fog Lamps
Air Bags: Knee	Hill Descent Control
Air Conditioning	Hill Start Assist Control
Air Conditioning: Rear	LED Headlamps
AM/FM/HD Radio	Power Door Locks

MSRP \$39,665.00

Sale Price \$32,750.00

Trade Value \$0.00

Factory Cash \$0.00

+ Payoff \$0.00

TERMS

-- All payments and rate quotes are approximate and subject to approved credit --
Save money with more down payment!
Lower BALANCE equals a lower monthly investment,
Less finance charges and a shorter trade cycle

Chisago County Sheriff's Department Acceptance _____

Dealer Signature _____



2755 Geneva Ave N. Oakdale, MN 55128
orders@eatimn.com
651-765-2657

Quote

Date	Quote #
1/21/2022	MP012122-10

Name / Address
CHISAGO COUNTY SHERIFF ATTN: ANDREW MAHOWALD 15230 PER ROAD CENTER CITY, MN 55012

Ship To
CHISAGO COUNTY SHERIFF ATTN: DEREK ANKLAN 15230 PER ROAD CENTER CITY, MN 55012 USA

P.O. No.	Terms	Quote Valid Until	Account #	Rep	FOB
22' FORD WRECK RE...	NET 30	6/9/2021		MCP	ORIGIN

Qty	Item	Description	U/M	Price	Total
1	CONTACT	DEREK ANKLAN OFFICE: #651.213.6304 CELL: #651.775.4374 DEREK.ANKLAN@CHISAGOCOUNTY.US		0.00	0.00
1	VEHICLE	2022 FORD PIU SLICKTOP WRECK REPLACEMENT QUOTE		0.00	0.00
1	BK2019ITU20	SETINA PB450L4 PUSHBUMPER WITH FOUR ION LIGHTS FOR 2020 FORD UTILITY		749.25	749.25
2	LIGHT_WH_SM6F896023	SETINA - UPGRADE ONE ION SOLO TO ION DUO BLUE/WHITE		24.00	48.00
2	LIGHT_WH_SM6F896053	***DUAL COLOR LIGHT UPGRADE FOR PUSHBUMPER LIGHTS SETINA - UPGRADE ONE ION SOLO TO ION DUO RED/WHITE		24.00	48.00
1	FK0400ITU20	***DUAL COLOR LIGHT UPGRADE FOR PUSHBUMPER LIGHTS SETINA PB5 ALUMINUM FENDER WRAPS FOR PB300/400 FOR FORD UTILITY 2020	ea	389.25	389.25
1	PK1126ITU20TM	SETINA 10XL C HORIZONTAL SLIDING WINDOW, COATED POLY, WITH VINYL COATED EXPANDED METAL WINDOW SECURITY SCREEN, XL PARTITION TM(TALL MAN) 2020 FORD UTILITY	ea	719.25	719.25
1	GK10271UHKSSCAXL	SETINA SINGLE T-RAIL MOUNT W/ 1 UNIVERSAL XL LOCK - HANDCUFF KEY OVERRIDE	ea	246.75	246.75
1	PK0316ITU202ND	SETINA 12-VS COATED SCRATCH RESISTANT POLYCARBONATE REAR PARTITION FOR 2020+ FORD POLICE INTERCEPTOR UTILITY	ea	411.75	411.75

CUSTOMER ACCEPTANCE SIGNATURE _____



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P.O. No.	Terms	Quote Valid Until	Account #	Rep	FOB
22' FORD WRECK RE...	NET 30	6/9/2021		MCP	ORIGIN

Qty	Item	Description	U/M	Price	Total
1	WK0595ITU20	SETINA POLYCARBONATE WINDOW BARRIERS FOR 2020+ FORD UTILITY		224.25	224.25
1	C399	WHELEN CENCOM CORE AMPLIFIER CONTROL MODULE - SPECIFY CONTROL HEAD AND CANPORT INSTALL KITS SEPARATELY		715.72	715.72
1	CCTL6	WHELEN CONTROL HEAD FOR CENCOM CORE WITH ROTARY SIREN KNOB		238.96	238.96
1	C399K4	WHELEN CENCOM CORE CANPORT INSTALL KIT F/2020+ FORD UTILITY WITHOUT OPTION 61B		31.90	31.90
1	SA315P	WHELEN 100 WATT COMPOSITE HOUSING SIREN SPEAKER - BRACKETS SOLD SEPARATELY		208.22	208.22
1	SAK9	WHELEN UNIVERSAL BAIL-STYLE MOUNTING BRACKET FOR SA315P SIREN SPEAKER	ea	26.10	26.10
1	CEM16	WHELEN CENCOM CORE 16 OUT 4 IN WECAN-X EXPANSION MODULE - ONLY FOR USE WITH CENCOM CORE SYSTEM	ea	147.32	147.32
1	BSFW50Z	WHELEN WECAN-X 10 LAMP INNER-EDGE DUO FOR 2020+ FORD INTERCEPTOR UTILITY - DRIVER AND PASSENGER SIDES		701.22	701.22
5	ISDD	***FRONT INTERIOR VISOR BAR - DUAL COLOR - MODULES BELOW WHELEN DUO+ SERIES LINEAR LED FLASHER - RED/WHITE ***MODULES FOR FRONT INTERIOR VISOR BAR - DUAL COLOR - WHITE OVERRIDE WITH TAKEDOWNS	ea	31.32	156.60

CUSTOMER ACCEPTANCE SIGNATURE _____



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orders@eatimn.com
651-765-2657

Quote

Date	Quote #
1/21/2022	MP012122-10

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P.O. No.	Terms	Quote Valid Until	Account #	Rep	FOB
22' FORD WRECK RE...	NET 30	6/9/2021		MCP	ORIGIN

Qty	Item	Description	U/M	Price	Total
5	ISDE	WHELEN DUO+ SERIES LINEAR LED FLASHER - BLUE/WHITE	ea	31.32	156.60
1	BS50Z	***MODULES FOR FRONT INTERIOR VISOR BAR - DUAL COLOR - WHITE OVERRIDE WITH TAKEDOWNS WHELEN INNER-EDGE RST WECAN-X VEHICLE SPECIFIC 10-LAMP HOUSING AND MOUNT KIT FOR 2020+ FORD UTILITY		773.72	773.72
5	ISDK	***REAR INTERIOR VISOR BAR - DUAL COLOR - MODULES BELOW WHELEN DUO+ SERIES LINEAR LED FLASHER - RED/AMBER.		31.32	156.60
5	ISDM	***MODULES FOR REAR INTERIOR VISOR BAR - DUAL COLOR - AMBER OVERRIDE FOR TRAFFIC ADVISOR WHELEN DUO+ SERIES LINEAR LED FLASHER - BLUE/AMBER		31.32	156.60
1	I2D	***MODULES FOR REAR INTERIOR VISOR BAR - DUAL COLOR - AMBER OVERRIDE FOR TRAFFIC ADVISOR WHELEN ION DUO LINEAR SUPER LED LIGHTHEAD - UNIVERSAL MOUNT - DUAL COLOR RED/WHITE - RED PRIMARY - WHITE OVERRIDE ***REAR SIDE QTR WINDOWS - WHITE OVERRIDE WITH ALLEYS	ea	103.82	103.82

CUSTOMER ACCEPTANCE SIGNATURE _____



2755 Geneva Ave N. Oakdale, MN 55128
 orders@eatimn.com
 651-765-2657

Quote

Date	Quote #
1/21/2022	MP012122-10

Name / Address
CHISAGO COUNTY SHERIFF ATTN: ANDREW MAHOWALD 15230 PER ROAD CENTER CITY, MN 55012

Ship To
CHISAGO COUNTY SHERIFF ATTN: DEREK ANKLAN 15230 PER ROAD CENTER CITY, MN 55012 USA

P.O. No.	Terms	Quote Valid Until	Account #	Rep	FOB
22' FORD WRECK RE...	NET 30	6/9/2021		MCP	ORIGIN

Qty	Item	Description	U/M	Price	Total
1	I2E	WHELEN ION DUO LINEAR SUPER LED LIGHthead - UNIVERSAL MOUNT - DUAL COLOR BLUE/WHITE - BLUE PRIMARY - WHITE OVERRIDE	ea	103.82	103.82
2	TLI2D	***REAR SIDE QTR WINDOWS - WHITE OVERRIDE WITH ALLEYS WHELEN ION T SERIES LINEAR LIGHthead - DUO COLOR - RED WHITE		100.34	200.68
2	TLI2E	***2ND ROW SIDE WINDOWS - WHITE OVERRIDE WITH ALLEYS ***REAR LICENSE PLATE - WHITE OVERRIDE WITH REVERSE WHELEN ION T SERIES LINEAR LIGHthead - DUO COLOR - BLUE/WHITE		100.34	200.68
2	TIONBKT1	***2ND ROW SIDE WINDOWS - WHITE OVERRIDE WITH ALLEYS ***REAR LICENSE PLATE - WHITE OVERRIDE WITH REVERSE WHELEN ION T-SERIES "L" BRACKET	ea	8.70	17.40
2	VTX9D	WHELEN VERTEX SUPER-LED DUO RED/WHT ***FOR PRE-DRILLED HOLES IN HEADLAMPS ***FOR REVERSE HOUSINGS - WHITE OVERRIDE WITH REVERSE	ea	75.40	150.80

CUSTOMER ACCEPTANCE SIGNATURE _____



2755 Geneva Ave N. Oakdale, MN 55128
orders@eatimn.com
651-765-2657

Quote

Date	Quote #
1/21/2022	MP012122-10

Name / Address
CHISAGO COUNTY SHERIFF ATTN: ANDREW MAHOWALD 15230 PER ROAD CENTER CITY, MN 55012

Ship To
CHISAGO COUNTY SHERIFF ATTN: DEREK ANKLAN 15230 PER ROAD CENTER CITY, MN 55012 USA

P.O. No.	Terms	Quote Valid Until	Account #	Rep	FOB
22' FORD WRECK RE...	NET 30	6/9/2021		MCP	ORIGIN

Qty	Item	Description	U/M	Price	Total
2	VTX9E	WHELEN VERTEX SUPER-LED DUO BLU/WHIT ***FOR PRE-DRILLED HOLES IN HEADLAMPS ***FOR REVERSE HOUSINGS - WHITE OVERRIDE WITH REVERSE	ea	75.40	150.80
2	VTXADAPT	WHELEN VERTEX TWIST-IN ADAPTER KIT FOR 2020+ FORD INTERCEPTOR UTILITY WITHOUT FRONT LIGHTING SOLUTION MPOWERS IN HEADLIGHTS - VERTEX SOLD SEPARATELY		6.96	13.92
1	IONV3R	***FOR PRE-DRILLED HOLES IN HEADLAMPS WHELEN IONV3 LIGHTHEAD - V-SHAPED WARNING LIGHT WITH 3 SUPER-LED ALLEY LIGHTS AND LED PUDDLE LIGHTING - INCLUDES BASIC PEDESTAL BRACKET - BLACK HOUSING - RED		172.26	172.26
1	IONV3B	***FOR UNDER SIDE MIRRORS - WHITE OVERRIDE WITH ALLEYS WHELEN IONV3 LIGHTHEAD - V-SHAPED WARNING LIGHT WITH 3 SUPER-LED ALLEY LIGHTS AND LED PUDDLE LIGHTING - INCLUDES BASIC PEDESTAL BRACKET - BLACK HOUSING - BLUE ***FOR UNDER SIDE MIRRORS - WHITE OVERRIDE WITH ALLEYS		172.26	172.26

CUSTOMER ACCEPTANCE SIGNATURE _____



2755 Geneva Ave N. Oakdale, MN 55128
 orders@eatimn.com
 651-765-2657

Quote

Date	Quote #
1/21/2022	MP012122-10

Name / Address
CHISAGO COUNTY SHERIFF ATTN: ANDREW MAHOWALD 15230 PER ROAD CENTER CITY, MN 55012

Ship To
CHISAGO COUNTY SHERIFF ATTN: DEREK ANKLAN 15230 PER ROAD CENTER CITY, MN 55012 USA

P.O. No.	Terms	Quote Valid Until	Account #	Rep	FOB
22' FORD WRECK RE...	NET 30	6/9/2021		MCP	ORIGIN

Qty	Item	Description	U/M	Price	Total
1	7170-0734-09	GAMBER JOHNSON 2020 FORD POLICE INTERCEPTOR UTILITY VEHICLE SPECIFIC LOW PROFILE CONSOLE (7160-1446), WITH CUP HOLDER (7160-0846), REAR PRINTER ARMREST (7160-0430), AND MONGOOSE (7160-0220)	ea	909.60	909.60
1	7160-0321	GAMBER JOHNSON FULL SIZE FACEPLATE FOR MCS CONSOLE FOR XTL-5000/2500 REMOTE HEAD RADIO		0.00	0.00
1	7160-0339	GAMBER JOHNSON FULL SIZE FACEPLATE FOR MCS CONSOLE FOR WHELEN CEN-COM GOLD CONTROL HEAD SOUND OFF SIGNAL 400 SERIES	ea	0.00	0.00
1	425-6164	JOTTO DESK FACEPLATE WITH TWO 2.1A USB PORTS AND TWO 12V OUTLETS		91.5975	91.60
1	7170-0250	GAMBER JOHNSON DOCK FOR PANASONIC 54/55 AND LIND POWER SUPPLY.	ea	853.20	853.20
1	CG-X	HAVIS CHARGE GUARD PROGRAMMABLE AUTO ON/OFF TIMER 12V NEG GROUND. PROGRAMMABLE FROM 5 SECONDS TO ETERNITY.	ea	71.379	71.38
1	20.1850.C	SHO-ME MICROTHIN EXTERIOR STROBE - CLEAR - WITH 15 FT CABLE - ORDER 90.6108 FLASHBACK SHIELD SEPARATELY		139.404	139.40
1	401-1228-PREHI	TOMAR HIGH PRIORITY OPTICOM COMPATIBLE STROBE EMITTER POWER SUPPLY WITH STD AMP CONNECTOR, EPOXY SEALED UNIT 401-1228-PREHI		255.00	255.00
1	MAGNETIC MIC CLIP	MAGNETIC MIC CLIP		34.95	34.95

CUSTOMER ACCEPTANCE SIGNATURE _____



2755 Geneva Ave N. Oakdale, MN 55128
 orders@eatimn.com
 651-765-2657

Quote

Date	Quote #
1/21/2022	MP012122-10

Name / Address
CHISAGO COUNTY SHERIFF ATTN: ANDREW MAHOWALD 15230 PER ROAD CENTER CITY, MN 55012

Ship To
CHISAGO COUNTY SHERIFF ATTN: DEREK ANKLAN 15230 PER ROAD CENTER CITY, MN 55012 USA

P.O. No.	Terms	Quote Valid Until	Account #	Rep	FOB
22' FORD WRECK RE...	NET 30	6/9/2021		MCP	ORIGIN

Qty	Item	Description	U/M	Price	Total
1	7160-1048	GAMBER JOHNSON EQUIPMENT STORAGE BOX FOR ELECTRONICS	ea	400.80	400.80
1	SHIPPING AND HANDLING	SHIPPING AND HANDLING CHARGES FOR ABOVE TO BE ADDED AT TIME OF SHIPPING, FOB ORIGIN		0.00	0.00

If you would like to turn this quote into an order, please let your sales rep know ASAP!

Total \$10,348.43

CUSTOMER ACCEPTANCE SIGNATURE _____



3240 Mike Collins Drive
Eagan, MN 55121
888-683-9665 Toll free
651-683-9740 Fax

Quotation

Date	Estimate #
5/11/2021	286823

Bill To
Chisago County Sheriff's Dept. Accounts Payable 15230 Per Road #100 Center City, MN 55012

Ship To
Chisago County Sheriff's Dept. Capt. Derek Ankla 15230 Per Road #100 Center City, MN 55012

Terms		Est. Delivery from art approval	Rep	Project Name	
Net 30		TBD	Shawn	2022 Explorer	
Qty	Description			Price	Total
1	Custom Non-Reflective Modified Kit for a White 2022 Ford Explorers 12" Tall Shield on Quarter Panels Unit Numbers TBD 3M Gold Metallic & Black Non-Reflective Colors			268.00	268.00
1	Install at Chisago County Sheriff at Center City Location Date TBD			280.00	280.00

This estimate is based on plans and specifications provided at the time the estimate was given. Changes requested by the customer may cause a change in the quoted price. Freight will be added to the invoice unless other arrangements are made. This quote is valid for 30 days.

Authorization Signature and Date

X _____

Subtotal	\$548.00
Sales Tax (6.875%)	\$0.00
Total	\$548.00

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Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 14
Title of Item for Consideration: MN Snowmobile Safety Enforcement Grant	
Action Requested by: Sheriff Thyen	Department: Sheriff's Office
Previous Action on this Matter: No previous action taken on this item.	
Background: This two-year grant runs from July 1, 2021 to June 30, 2023 and provides for a total up to \$13,824.00. These funds are for wages for teaching youth safety, enforcement, and purchasing equipment. Attachment(s): State of Minnesota Snowmobile Safety Enforcement Grant	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the two-year State of Minnesota Snowmobile Safety Enforcement Grant. The following motion is suggested: <i>“Move to Approve the two-year State of Minnesota Snowmobile Safety Enforcement Grant for MN fiscal years 2022 and 2023 that provides the Chisago County Sheriff's Office up to a total of \$13,824.”</i>	
Implications of Action: Accepting this grant allows for the Sheriff's Office to continue with its youth safety education program, public events, added enforcement, and equipment purchases. Budget/Financial Implications: This program provides for up to \$6,912.00 per year for a total up to \$13,824.00 to Chisago County. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations. The County Attorney's Office has reviewed the agreement and approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Chisago County Sheriff's Office, 15230 Per Road Room 100, Center City, MN 55012 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.024, the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2021, First Special Session, Article 1, Section 3, Subdivision 7(d), is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of snowmobile enforcement laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

July 1, 2021. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 *Expiration date:*

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

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

- 1.4 Notwithstanding Minn.Stat.§ 16A.41, expenditures made on or after July 1, 2021 are eligible for reimbursement unless otherwise provided.

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). The Grantee will be reimbursed once annually, for only eligible **Snowmobile Safety Enforcement (SSE)**

Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in SSE activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any SSE related law, rule or regulation is **MANDATORY**.
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Snowmobile Safety Enforcement work.

- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- **POST on the Grantee's website, a copy of the two-page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.**

3 Time

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

4 Consideration and Payment

4.1 *Consideration.*

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

(a) Compensation

The Grantee will be reimbursed up to **\$ 6,912.00** in state fiscal year 2022, for expenses incurred between July 1, 2021 (the effective date of the grant) and June 30, 2022, and **\$ 6,912.00** in fiscal year 2023, for expenses incurred between July 1, 2022, and June 30, 2023, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$ 13,824.00**

4.2 *Payment*

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2022 must be submitted **before June 30, 2023.**

Invoices for state fiscal year 2023 must be submitted **before June 30, 2024.**

Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

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

Eligible reimbursement costs may not exceed **\$ 6,912.00** prior to July 1, 2023.

Eligible reimbursement costs may not exceed **\$ 6,912.00** prior to July 1, 2024.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Deputy Ron Istvanovich, Chisago County Sheriff's Office, 15230 Per Road Room 100, Center City, MN 55012 651-775-9987, Ronald.Istvanovich@chisagocountymn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

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

7.2 Amendments

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

7.3 Waiver

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

7.4 Grant Contract Complete

This grant contract 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 by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in

this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

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

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 Termination by the State

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

14.2 Termination for Cause

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

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 *Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.*

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05

Signed: Tara Rose Digitally signed by Tara
Rose
Date: 2022.01.11
11:50:13 -06'00'

Date: _____

SWIFT Contract/PO No(s). 206189/3-202715

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Chisago County Attorney

Approved as to Form:



Dated: January 25, 2022

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 15
Title of Item for Consideration: CCSO Donations – Lindstrom Fire Department, Maranatha Assembly of God of Chisago City, Anonymous	
Action Requested by: Sheriff Thyen	Department: Sheriff's Office
Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy (Policy 2007-4) regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.	
Background: The Sheriff's Office has received three donations. The donations received were from the Lindstrom Fire Department for \$500, Maranatha Assembly of God in Chisago City for \$627, and an anonymous donation of \$1000.	
Attachment(s): Attached is a copy of the check received from LFD and Maranatha Assembly of God	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners accept the donations of \$500 from the Lindstrom Fire Department, \$627 from Maranatha Assembly of God in Chisago City, and \$1000 from an anonymous donor. The following motion is suggested: <i>“Move to approve by Resolution the acceptance of a donation of \$500 from the Lindstrom Fire Department, a donation of \$627 from Maranatha Assembly of God in Chisago City, and an anonymous donation of \$1000 all for the Sheriff's Office.”</i>	
Implications of Action: Acceptance of the donation via the attached resolution will allow the County to accept the financial donations to be used by the Sheriff's Office.	
Budget/Financial Implications: The donated funds will be used by the Sheriff's Office to cover needed non-budgeted expenses.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

5850

LINDSTROM FIRE DEPARTMENT
LINDSTROM, MN 55045

75-1252/919

DATE

11/1/12

PAY
TO THE
ORDER OF

Chicago County Chaplain Division

\$ 500.00

Five hundred and 00/100

DOLLARS

Security Features
Included
Check in Book

LAKE AREA BANK
Friends Serving Neighbors Since 1915
P.O. BOX 743 • LINDSTROM, MN 55045 • (651) 257-1117

FOR

MARANATHA ASSEMBLY OF GOD-CLC
P.O. BOX 312
CHISAGO CITY, MN 55013-0312

72-123/739

6892

DATE 1-12-12

PAY TO
THE ORDER OF

Chicago County Sheriff

\$ 627.00

Six Hundred Twenty Seven and 00/100

DOLLARS

Security Features
Included
Check in Book

MidWestOne
Bank.

MEMO

Christmas Breakfast

MP

SPECIALTY 1017

Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 16
Title of Item for Consideration: MN DNR Trail Grant Agreement – Sunrise Prairie Trail Segment G to Harris	
Action Requested by: Kurt Schneider. Director	Department: Environmental Services / Parks Division
Previous Action on this Matter: The Sunrise Prairie Regional Trail Master Plan was approved on July 24, 2015. The existing 16 mile trail was fully re-paved with \$1.1 million Legacy funding during the summer of 2017. Also completed recently with a \$729,000 Legacy grant to the City of North Branch is a .9-mile extension of the trail north to 410th St. Resolution No.20/0715-3 Authorizing Submission of a grant request for the Sunrise Prairie Regional Trail- (Segment G) Construction Project was passed and adopted in July 2020. On November 18, 2020 the Greater Minnesota Regional Parks and Trails Commission recommended a Legacy grant award of \$1,182,282 with a local match of \$214,520 (<i>\$209,520 from Chisago County and \$5000.00 from Chisago County Parks and Trail Foundation</i>) with a total project cost of \$1,396,802.00. On June 26, 2021 the Legacy grant was awarded and will be administered by the Department of Natural Resources.	
Background: State Legacy Grant timelines operate on a biennial calendar. The current grant obligation deadline is June 30, 2024, which allows for a 2022-2024 construction timeline. Parks staff has worked diligently since notice of grant award to satisfy preliminary data and project review letters and needs. A State Grant contract is now presented to authorize proceeding. In summary, the trail construction project will: - Cause construction of a 2.6 mile Sunrise Prairie Regional Trail extension from the current termination at 410th Street (City of North Branch) north along the County Rd. 30 corridor to the intersection of County Road 10 in the City of Harris. - Allow for crosswalk upgrades and a small trail head development on city of Harris owned lands adjacent to the Harris Sheriff's station. - Require local county match funds of \$209,520 (15%) with an estimated total project cost of \$1,396.802 dependent on successful competitive bid and project award process. Attachment(s): - State of Minnesota Grant Contract Agreement-(GMRPTC22-05) - MN COVID Policy	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board authorize and approve signature of the Grant Agreement and authorize staff to proceed with grant execution. The suggested motion to approve this action is as follows:

“Move to approve Signature and Execution of the State of Minnesota Trail Grant Contract Agreement for the Sunrise Prairie Regional Trail-Segment G and to Fully Authorize Staff to proceed with the grant execution and commence with the project”

Implications of Action: With this Sunrise Prairie Regional Trail project two local cities will be connected. This connection further supports the future Sunrise Trail and/or designated Oberstar State Trail Corridor northly route with the eventual goal of reaching Pine County and the Willard Munger Trail in Hinckley.

Budget/Financial Implications: The successful grant awarded, and contract will require a 15% match as budgeted and proposed at \$209,520.00, Chisago County Park and Trails foundation will also donate \$5,000.00 to the local match with a total project cost of \$1,396,802. Ongoing trail maintenance funding reflected in an increased parks maintenance budget commensurate with the added trail miles will also be required to meet the anticipated 20-year operational period/commitment that a successful grant will require.

Legal/Policy Implications: The County Attorney's Office has reviewed and approved as to form this grant agreement. The County Attorney's Office has considered the clause in the Agreement that requires Contractors and subcontractors of the State to comply with the State's COVID vaccination/mask mandate and the County Attorney's Office has provided a legal opinion to the Administrator which clarifies that the clause does not apply to the County, its employees and vendors who administer, carry-out or provide services under the grant agreement

As with existing trail funding and grant agreements, this grant will also require formal agreement including a 20-year operation and maintenance commitment to the trail.

Administrator's Recommendation

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

**STATE OF MINNESOTA GRANT
CONTRACT AGREEMENT
GMRPTC22-05**

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

Recitals

1. Under [Minn. Stat. 84.026](#), 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 1, Article 3, Section 3B, the State has allocated funds for grants for parks and trails of regional significance outside of the seven county metropolitan area under [Minn. Stat. 85.535](#).
3. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Sunrise Prairie Regional Trail.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn. Stat. 16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective date:

July 1, 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, 2024, 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 attached and incorporated into 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 \$1,182,282.

(b) Matching Requirement:

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The total project cost is \$1,396,802. The Grantee agrees to provide a nonstate cash match of a least \$214,520.

(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 \$1,182,282.

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. §471.345](#), Grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

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

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract 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 **Daniel Golner, Grant Coordinator, Division of Parks and Trails, Department of Natural Resources, 500 Lafayette Road, Box 39, St. Paul, Minnesota 55155-4052, Daniel.Golner@state.mn.us, 251-259-5599**, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant 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 Environmental Services, Chisago County Parks and Trails 313 N. Main Street, Suite 240, Center City, MN 55012 651-213-8960 joseph.tart@chisagocounty.us** or his/her 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, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 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 [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

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 ([Minn. Stat. 363A.02](#)). 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 [5000.3500](#)).
- (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 [Final Guidelines for Outdoor Developed Areas](#). Information on compliance with the Americans with Disabilities Act is available at [U.S. Access Board](#).

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. [Operational Order 113](#) is incorporated into this contract by reference. Duties are listed in Op Order 113 under Sections II and III (p. 5-8). 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, potential and perceived conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual, potential, or perceived) 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, potential, or perceived 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 Land Retention and Deed Restriction

24.1 Land Retention

All land developed by this contract must be retained and operated for outdoor recreation for a period of twenty years beginning on the contract expiration date. All land acquired by this contract must be retained and operated for outdoor recreation in perpetuity and a condition of this requirement must be recorded with the deed using language provided in the grant contract.

No other use can be made of these lands without prior written approval of the State. 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 public outdoor recreation use.

24.2 Deed Restriction

The Grantee shall have the following condition recorded with the deed to all lands acquired by this contract and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Trail Legacy Project Contract GMRPTC22-05, the Chisago County does hereby impose the following restrictions on the property:

1. The property shall be permanently managed and maintained for public outdoor recreation use.
2. The Grantee shall not at any time convert any portion of the land to uses other than public outdoor recreation use without the prior written approval of the State acting through its commissioner of natural resources.

25 Ineligible Expenses

Ineligible expenses are items that may not be funded by the grant or included as part of the local match. Including, but not limited to:

1. Expenses incurred on land not owned by the Grantee except trails on land for which the Grantee owns an interest lasting at least 20 years sufficient to ensure the facility will be maintained and operated for outdoor recreation.
2. Projects within state parks, state recreation areas and state trails.
3. Administration expenses including:
 - Appraisals
 - Closing Costs
 - Boundary Surveys
 - Archeological Surveys
4. Design and engineering expense in excess of 10% for park projects and 20% for trail projects.
5. Facilities not available for public use.
6. Acquisition of land already in public ownership.
7. Legal fees.
8. Memberships, Overhead, Insurance, Fund raising.
9. Volunteer or donated labor.
10. Bad debt, interest or contingency funds.
11. Lobbyists or political contributions.
12. Condemnation costs.
13. Wages and expenses of grant recipient's employees.
14. Entertainment or gifts.
15. Advertising expenses.

16. Office rental costs and overhead.

17. Any expenditure that occurs outside the dates of the grant contract.

26 Conservation Corps Minnesota & Iowa

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

27 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 [Minn. Stat. 84.973](#). 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: [Link to December 2014 version](#).

28 COVID 19 – If applicable

Vaccination/Testing Requirements

Applicability. This section applies to Contractor's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").

Requirements. In accordance with [HR/LR Policy #1446](#), Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

Compliance. Contractor is responsible for the following:

- Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;
- Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
- Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and
- Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 28.2 Requirements, above.

Reporting. Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

29 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: _____

Date: _____

SWIFT Contract PO No(s). _____

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: _____

Rick Greene, Chairman
Chisago County Board of Commissioner

Date: _____

ATTEST:

By: _____

Christina Vollrath
Clerk to the Chisago County

Date: _____

Reviewed and Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: _____

Jeffrey B. Fuge
Assistant County Attorney

Dated: January 21, 2022

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Grantee

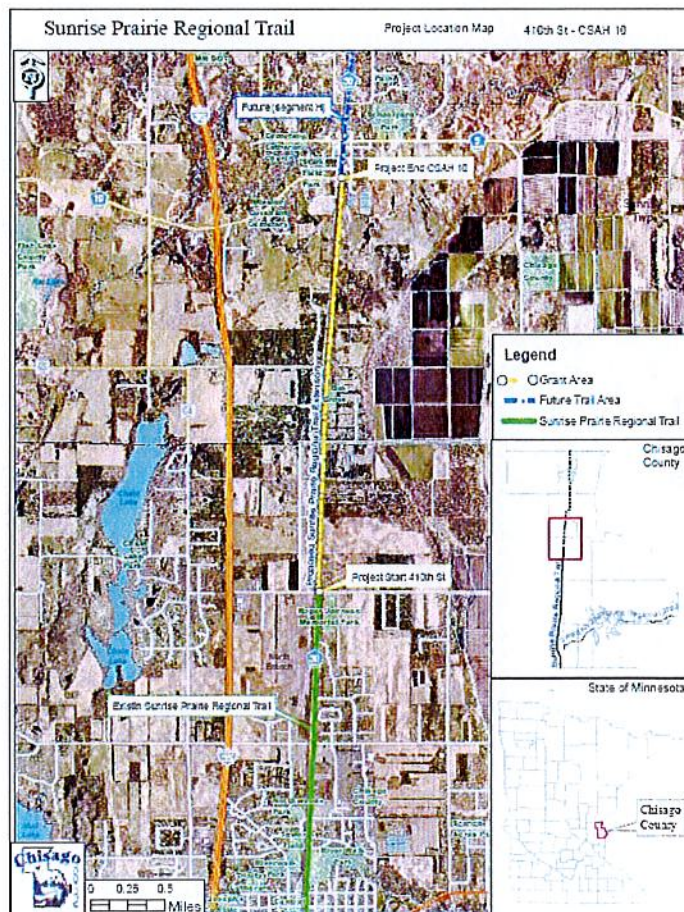
State's Authorized Representative

ATTACHMENT A

PROJECT SCOPE AND BUDGET

Recipient: Chisago County
Grant/Project #: GMRPTC22-05
Grant Amount: \$ 1,182,282
Match: \$214,520
Total Project Cost: \$1,396,802

Project Scope: Segment (Segment G) would complete the construction from 410th Street, North Branch to Co Rd 10 in Harris of the Sunrise Prairie Regional Trail master plan. The project would consist of the construction of approximately 2.6 miles of a 10' bituminous multi-use pathway that would connect the cities of North Branch and Harris. This would complete the final phase 3 and phase 4 of this segment. The proposed trail segment would be located within existing (County Road 30) old Hwy 61 road right-of-way which provides generous foundation and separation of trail and road.



The Financial Management Manual, payment request form and billing data sheet are available on our website at

https://www.dnr.state.mn.us/grants/recreation/pt_legacy.html and look under the “For the Grantee” for the manual and forms.

HR/LR Policy # 1446

COVID-19 Proof of Vaccination and Testing

Date Issued: 8/11/2021

Effective Date: 9/8/2021

Authority: Enterprise Employee Resources

OVERVIEW

Objective

To prevent the transmission of COVID-19 by: requiring proof of COVID-19 vaccination status of agency staff who are assigned to work at the workplace (rather than at-home telework), wish to access the workplace for more than 10 minutes, or otherwise provide agency services outside the staff member's home; and by providing standards and expectations for mandatory testing of agency staff who have not provided proof of full COVID-19 vaccination.

Policy Statement

The COVID-19 pandemic presents an unprecedented challenge to our State. The virus is highly contagious, including among asymptomatic people, and potentially deadly. As of August 6, 2021, over 7,600 of our family members, friends, and neighbors in Minnesota have perished from COVID-19. According to the Centers for Disease Control and Prevention ("CDC") and the Minnesota Department of Health ("MDH"), the best way to prevent infection and from spreading the disease is by being vaccinated. COVID-19 vaccines have proven themselves to be safe and effective. Staff who access the workplace or provide public service outside of their homes on behalf of an agency without vaccination pose a particular risk of COVID-19 exposure to themselves, their colleagues, and to members of the public. Additionally, ongoing community transmission of the more transmissible Delta variant of COVID-19 in Minnesota, especially among unvaccinated individuals, presents a continuous risk of infection.

The State strongly encourages agency staff to get vaccinated against COVID-19. To protect, to the extent reasonably possible, the health and safety of our employees and our customers from the direct threat resulting from the spread of COVID-19 in the workplace and to members of the public, agency staff who are assigned to work at the workplace (rather than at-home telework), wish to access the workplace for more than 10 minutes, or otherwise provide agency services outside of their home must provide proof of their COVID-19 vaccination status. All agency staff who are assigned to work at the workplace (rather than at-home telework) or who otherwise provide agency services outside of their home and do not submit proof of full COVID-19 vaccination must undergo mandatory COVID-19 testing at least weekly.

This policy is subject to change at MMB's discretion, including based on public health guidance. Staff members may be subject to additional attestation, vaccination, or testing requirements under agency policy or state or federal law.

Scope

This policy applies to all employees, contractors, vendors, volunteers and interns of executive branch agencies (as defined in Minnesota Statutes, section 43A.02, subds. 2 & 22), Minnesota State Retirement System, Public Employees

Retirement Association, Teacher's Retirement Association, and Minnesota State Colleges and Universities system, who are assigned to work at the workplace (rather than at-home telework), who wish to access the workplace for more than 10 minutes, or who otherwise provide agency services outside of their home.

Definitions and Key Terms

Terms	Definitions
<i>Fully Vaccinated</i>	According to the CDC, in general, people are considered fully vaccinated against COVID-19: • 2 weeks after their second dose in a 2-dose COVID-19 vaccination series approved by the U.S. Food and Drug Administration ("FDA") or the World Health Organization ("WHO"); or • 2 weeks after a single-dose COVID-19 vaccine approved by the FDA or the WHO. Staff who do not meet these requirements are NOT fully vaccinated.
<i>Staff</i>	Employees, contractors, vendors, volunteers, and interns.
<i>COVID-19 Test</i>	A medical test to determine if someone has an active COVID-19 infection. As methods become available, recommended tests may include a polymerase chain reaction (PCR) test or an antigen test. A test will be administered by contracted medical personnel or, if approved by agency Human Resources, may be self-administered.
<i>Workplace</i>	Any location outside of a staff member's home where State work is performed or any location visited by the staff member for more than 10 minutes while on work time.

Exclusions

This policy does not apply to staff who have an approved telework arrangement and solely telework from home, do not access the workplace for more than 10 minutes, and do not otherwise provide agency services outside the staff member's home.

GENERAL STANDARDS AND EXPECTATIONS

I. Proof of Vaccination Status

Agency staff who are assigned to work at the workplace (rather than at-home telework), wish to access the workplace for more than 10 minutes, or otherwise provide agency services outside their home, must submit to agency Human Resources an attestation regarding their COVID-19 vaccination status, in the form provided in the "Forms" section of this policy.

Human Resources will review the attestation form and proof of COVID-19 vaccination and verify on the attestation form that they have reviewed the proof of full COVID-19 vaccination provided by the employee. Acceptable proof that an individual is fully vaccinated against COVID-19 includes:

- an original CDC COVID-19 vaccination card
- a paper or electronic copy of a CDC COVID-19 vaccination card
- if vaccinated in another country, then an original or copy of an alternative official vaccination record, as proof of FDA- or WHO-approved COVID-19 vaccination status

Agency staff have the right to refuse to receive a COVID-19 vaccination and to refuse to provide an attestation reflecting their COVID-19 vaccination status, but the staff member will be considered to be unvaccinated for the purposes of this policy.

Proof of full vaccination against COVID-19 must legibly show, at a minimum:

1. Name of the individual vaccinated
2. Date of birth of the individual vaccinated
3. The manufacturer of the vaccine
4. The date(s) on which the vaccine was administered

If the proof is not legible or verifiable in the form presented, the agency may ask the staff member to present the original document.

In order to be considered fully vaccinated against COVID-19, the staff member must have received a COVID-19 vaccine that has been approved by the U.S. Food and Drug Administration ("FDA") or the World Health Organization ("WHO"). If the vaccine was administered outside of the United States, documentation must include the above information in English.

The attestation forms will be treated as confidential medical records under applicable law. Information regarding whether a staff member has shown proof of full vaccination, and information on whether the staff member must submit to mandatory COVID-19 testing, will be provided to agency HR staff, agency safety administrator, members of the agency's staff with a business need to know, and others authorized by law.

Staff who provide proof to agency Human Resources that they are fully vaccinated against COVID-19 are exempt from participation in the COVID-19 Testing Procedure under this Policy.

Staff who have an approved telework arrangement and are not required to work in the workplace or provide agency services outside of their home are not subject to the COVID-19 Testing Procedure in this Policy, but they will only be allowed to enter the workplace for more than 10 minutes or provide agency services outside of their home if they attest to and provide proof of being fully vaccinated against COVID-19.

II. COVID-19 Testing Procedure for Agency Staff Who Do Not Submit Proof of COVID-19 Vaccination

Agency staff who show proof of full vaccination against COVID-19 are not required to submit to COVID-19 testing. Until a staff member subject to this policy submits proof of full vaccination against COVID-19, they must undergo mandatory testing for COVID-19 at least weekly, as determined by the agency. The COVID-19 test and results must be conducted and handled in compliance with all applicable rules and laws. Due to the pandemic and covered staff's job-related interaction with others, COVID-19 testing is job-related and consistent with business necessity. A positive COVID-19 test result will not be used as the basis for discipline or discharge.

- A. If the agency has a testing facility, then testing will be performed on site. If the agency does not have a testing facility, the agency may require staff to provide proof of both test submission and test results from a State testing facility or a non-State testing facility.
- B. Agency staff have the right to refuse to take a COVID-19 test. Prior to COVID-19 testing, agency staff receive the COVID-19 Testing Consent form. Signed COVID-19 Testing Consent forms must be maintained by agency Human Resources in a medical file that is separate from the staff member's personnel file.
 1. Staff who consent to COVID-19 testing and sign the consent form and any other forms necessary for testing will proceed with the COVID-19 test.
 2. Staff who refuse to sign the consent form or any other forms necessary for testing, refuse to submit to a COVID-19 test, or refuse to provide documentation of test submission and test results if the agency does not have a testing facility, will be informed that they will be excluded from the workplace, and may be subject to disciplinary action, up to and including discharge, for refusing a work directive.
 - a. These staff members may be sent home and placed in no-pay status (ETL for employees) until they have been tested for COVID-19 or until management, in its sole discretion, determines they no longer require COVID-19 testing. If the staff member is an employee of the agency, prior to being placed in no-pay status, they will be offered a meeting with their supervisor to learn the reasons for being placed in no-pay status and to tell their side of the story. The employee may have union representation at the meeting.
 - b. Staff placed in no-pay status who later determine they wish to be tested may obtain a COVID-19 test on their own time at their own expense and have the results reported to agency Human Resources or may be tested at an agency facility with agency approval.
 3. **Covered staff who become fully vaccinated against COVID-19 or who did not previously attest to their full COVID-19 vaccination status may complete a new attestation form, present proof of full vaccination against COVID-19, and will be removed from the testing requirement.**
- C. Procedure for agencies that have facility testing on site:
 1. The agency will determine testing dates which will occur at least weekly.
 2. Testing will occur during work hours and be considered work time.
 3. Covered staff undergo COVID-19 test.
 4. Staff are provided the MDH "COVID-19 Post-Test Instructions" form.
 5. COVID-19 test specimens are submitted to the designated testing laboratory for testing.
 6. COVID-19 test results are communicated as follows:
 - a. The testing laboratory will deliver the COVID-19 test results to a designated vendor who will communicate the results to the staff member.

- b. The testing laboratory will report positive test results to MDH and/or local public health. State and federal laws may authorize or require MDH to share a staff member's health information with others without the staff member's consent.
 - c. The testing laboratory will also report positive test results to agency HR.
- D. Procedure for agencies that do not have an on-site testing facility:
 - 1. The agency will determine testing dates which will occur at least weekly and will either send the staff member to a State testing facility or to a non-State testing facility. The agency has sole discretion to choose or authorize the testing location and whether to accept the results from a particular testing method.
 - 2. Testing will occur during work hours and be considered work time.
 - 3. The staff member must provide agency HR documentation of test submission either on the same day or no later than the next day the staff member is scheduled to report to work, and must submit documentation of test results on the same day the staff member receives them if it is a workday, or no later than the next day the staff member is scheduled to report to work.
- E. Staff members with positive test results must call in to Human Resources and their supervisor, must not report to work, and must isolate according to current MDH Guidelines for the applicable profession.
 - 1. The staff member's supervisor and/or manager will determine if the staff member's job duties can be performed through telework.
 - 2. If the staff member's supervisor and/or manager determines the staff member's job duties cannot be performed through telework or does not approve the staff member to telework, the staff member must contact the designated agency HR representative to determine what type of leave the staff member may be eligible to use.

III. Confidentiality of Medical Information

Agencies must maintain the confidentiality of staff COVID-19 test results and vaccination status as provided by law. All information gathered under this Policy, including test results, vaccination status, attestation forms and signed COVID-19 Testing Consent forms, must be retained by HR according to the applicable retention schedule and in a secure medical file separate from the staff member's personnel file.

Testing information may be shared with the designated testing laboratory, the designated vendor, the Minnesota Department of Health, local public health, agency HR staff, agency safety administrator, members of the agency's staff with a business need to know, and others authorized by law.

COVID-19 vaccination status may be shared with agency HR staff, agency safety administrator, members of the agency's staff with a business need to know, and others authorized by law.

RESPONSIBILITIES

Agencies are responsible for:

- Adopting this policy.
- Communicating this policy to all covered employees, contractors, vendors, volunteers and interns.
- Requiring covered staff to comply with this policy, including sending staff home and/or taking other action for non-compliance when appropriate, including when positive test results are received.
- For agencies with on-site testing facilities, administering and paying for testing at least weekly.
- For agencies without on-site testing facilities, reviewing all outside test results received and monitoring staff compliance with the testing requirements of this Policy.
- Paying for all screening testing required by this Policy.
- Maintaining completed attestation forms.

FORMS

[COVID-19 Vaccine Attestation Form](#)

[COVID-19 Testing Consent Form](#)

CONTACTS

MMB Enterprise Human Resources

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Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 17
Title of Item for Consideration: Professional Services Contract WSB & Associates Sunrise Prairie Regional Trail Segment G	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services / Parks Division
Previous Action on this Matter: The County has applied for and received \$1,182,282 in Greater Minnesota Regional Parks and Trails Commission Parks and Trails Legacy Funding for Segment G, phase 3 and 4 of the Sunrise Prairie Regional Trail "Construction Project". The County Board authorized submission of this grant request with affiliated match funding pledge on July 15, 2020.	
Background: The approximate 2.6-mile Segment G "Construction Project" of the Sunrise Prairie Regional Trail will provide trail extension from the current termination at 410th Street (City of North Branch) along the County Rd. 30 corridor to the intersection of County Road 10 in the City of Harris. A Professional Technical Services Agreement for engineering design and construction and bid administration services is necessary to proceed. W.S.B. & Associates has served the county well on trail design and construction services involving the recent segments of the Swedish Immigrant Regional Trail and was the recent engineering services provider for this same stretch of County Rd. 30. Staff recommends proceeding with WSB in the successful design and implementation of the pending 2.6 mile trail project. Attachment(s): • WSB & Associates Professional Technical Services Contract • WSB Proposal to Provide Preliminary Design, Final Design, and Construction Administration Engineering Services • Map of Segment G Sunrise Prairie Regional Trail	
Action Requested/Recommended: The Chisago County Board of Commissioners is respectfully requested to approve a Professional Technical Services Agreement with WSB & Associates. The suggested motion to approve this action is as follows: "Move to approve the Sunrise Prairie Regional Trail Segment G Proposed Engineering Design and Construction Professional Technical Services Agreement with WSB & Associates"	
Implications of Action: WSB & Associates will proceed with engineering design and bid document preparation. Upon completion of final design, competitive bidding and project construction award is anticipated within the June 2024 grant agreement construction timeline. Budget/Financial Implications: The grant award coupled with the 15% local match affords a total estimated project cost of \$1,396,802. Chisago County 2021 CIP has identified and approved match funds for this construction project. Engineering design and construction service costs are eligible for grant reimbursement. Legal/Policy Implications: The County Attorney's Office has reviewed and approved as to form this grant agreement.	

Administrator's Recommendation

Approve

MS

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



September 23, 2021

Mr. Joseph Tart
Parks Director
Chisago County Environmental Services
313 N main Street
Center City, MN 55012

Re: Sunrise Prairie Trail Segments 3 and 4 – Proposal to Provide Preliminary Design, Final Design, and Construction Administration Engineering Services

Dear Mr. Tart:

WSB is pleased to present this proposal for providing engineering services to complete the preliminary and final design, complete the construction documents that are needed to bring the project through the bidding process, assist the County throughout the bidding process, and provide construction engineering services for the Sunrise Prairie Trail Project, segments 3 and 4, from 410th Street to CSAH 10. Segments 3 and 4 will be located fully within the CSAH 30 right of way. It is anticipated that proposed temporary easements will be needed for construction of Segments 3 and 4 but no permanent easements will be needed. See Exhibit A for a figure showing the limits of this project.

SCOPE OF SERVICES

The scope of services presented in this proposal is to advance the existing preliminary trail layout and existing preliminary design to a final preliminary project layout. The preliminary project layout will then be used as the basis for the completion of the final design and completion of the construction documents and permitting. The following items are the project tasks that will be completed to progress this project through the bidding process.

- Project management (coordination with the governing agencies, general project coordination, project budget and scope management, invoicing)
- Public and agency involvement (PMT meetings, permitting agency coordination and meetings to obtain approvals for wetland impacts. WCA LGU, SWCD, USACE, DNR)
- Supplemental topographic survey
- Geotechnical Evaluation (16 – 7.5-foot-deep borings and report)
- Preliminary engineering – final layout of the trail and trailhead parking lot, construction limits, and easement identification
- Utility coordination and meetings
- Final design of the trail and trailhead
 - o 60%, 95% and final construction plan set
 - o Project manual including applicable special provisions
 - o 60%, 95% and final opinion of probable costs (OPCs)
 - o Bidding assistance including fielding contractor questions, preparing addenda, preparing the bid abstract, and preparing the Notice of Award.

As an optional task WSB has also provided a fee estimate to provide construction engineering services. The fee estimate assumes WSB would provide construction administration, construction observation, construction testing, constructing staking, labor compliance, and environmental compliance. Our fee estimate for construction services assumes a 10 week construction duration.

It is WSB's understanding that Chisago County is leading the environmental document process, including the natural and cultural resources assessment, and therefore we have not included that work in this scope. If the County desires that WSB perform work related to the environmental document WSB will negotiate that fee with the County. It is also WSB's understanding that Chisago County has completed the wetland boundary survey for the project area and is working through the approval of those boundaries. Therefore, we have not included that work in this scope.

SCHEDULE

The scope of services listed above will take on a schedule to be determined after further discussion with Chisago County. It is anticipated that the preliminary and final design duration will take place over a 6-month period.

PROJECT COST

The fees for the scope of services defined in this proposal will be billed hourly with anticipated not-to-exceed costs as shown in the attached Exhibit B. The fees for construction services are provided in Exhibit C. The total not to exceed fee for design services is **\$65,434**. The total not to exceed fee for construction services is **\$77,011**.

Thank you again for the opportunity to provide these services to Chisago County. We very much look forward to helping the county complete the Sunrise Prairie Trail from 410th Street to CSAH 10. If you would like us to proceed with the above work, please contact me to coordinate the execution of the final engineering services contract. If you have any questions regarding this proposal, please contact me at 612-360-1286.

Sincerely,

WSB

A handwritten signature in blue ink, appearing to read 'Nich Hentges', followed by a horizontal line.

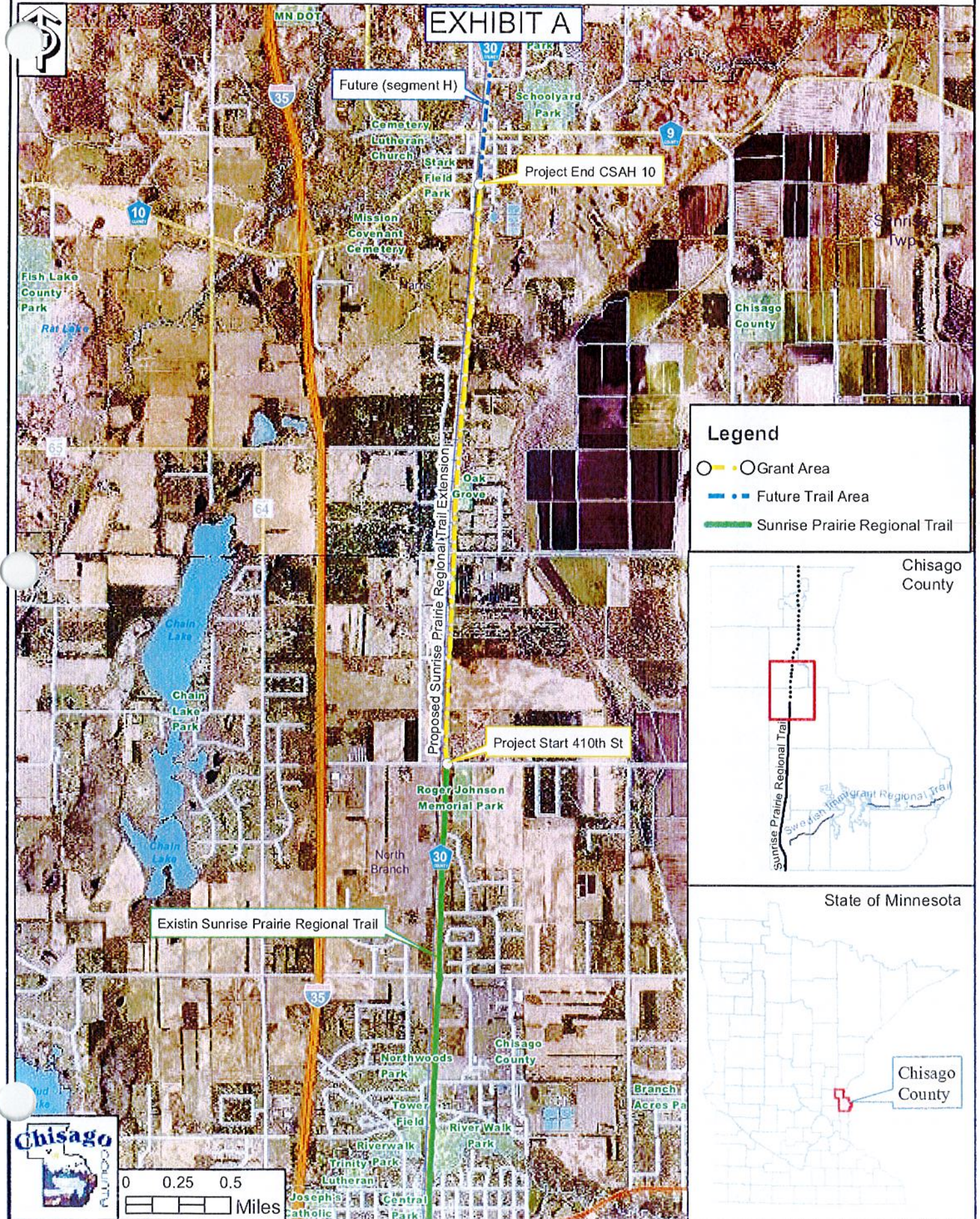
Nicholas Hentges, PE
Project Manager

Sunrise Prairie Regional Trail

Project Location Map

410th St - CSAH 10

EXHIBIT A



[illegible]

	Cost
Expenses	5500.00
Bulkyage	5500.00

TOTAL COST	\$65,034.00
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Chicago County Sunrise Prairie Trail
Construction Services
Detailed Cost Breakdown of Tasks[illegible]

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

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago by and through the County of Chisago, 313 North Main, Center City, MN 55102 (hereinafter County), and WSB, 701 Xenia Avenue South, Suite 300, Minneapolis, MN, MN 55416, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

RECITALS

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 Engineering, Design, Construction, and Environmental Services in connection with the Sunrise Prairie Regional Trail Segment G, phase 3 and 4 construction and design within Sunrise Prairie Regional Trail; 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 November 17, 2021, **or upon the date the final required signature is obtained by County, whichever occurs later**, and shall remain in effect until December 31, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**
- II. **SCOPE OF CONTRACTOR DUTIES.**
 - A. **CONTRACTOR DUTIES:** The CONTRACTOR will provide preliminary and final design and plan preparation and construction phase services for the Sunrise Prairie Regional Trail Segment G Project (Phase 3 & 4) in accordance with its proposal letter dated September 23, 2021 and exhibits attached to said letter. A copy of proposal letter together with its exhibits are incorporated herein as **Attachment No. 1.**
- III. **COSTS, COMPENSATION AND TERMS OF PAYMENT.**
 - A. The total cost that the County may expend toward services delivered by CONTRACTOR in the performance of services required of CONTRACTOR pursuant to this Agreement shall not exceed \$142,445. CONTRACTOR may not incur expenses toward the performance of this Agreement until the County has provided CONTRACTOR with a Notice to Proceed.
 - B. The total obligation of the County to pay CONTRACTOR for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this Agreement shall not exceed \$142,455.

C. 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:

1. Fees for services described in **Attachment No. 1** as Preliminary and Final Design Services will be billed hourly and shall not exceed \$65,434.
2. Fees for services described in **Attachment No. 1** as **Construction Services** shall not exceed \$77,011.

CONTRACTOR shall present invoices 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. The County's authorized representative for the purpose of administration of this contract is:

Name:	Kurt Schneider, Director Environmental Services
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-8374
E-Mail:	Kurt.Schneider@chisagocountymn.gov
Fax:	(651)213-8385

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

Name:	Nicholas Hentges, Project Manager
Address:	701 Xenia Avenue South, Suite 300, Minneapolis, MN, MN 55416
Telephone:	763-287-8523
E-Mail:	nhentges@wsbeng.com
Fax:	

V. **CANCELLATION AND TERMINATION.**

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

- B. 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. In particular, the parties acknowledge and agree to adhere to the following grant funding criteria where applicable:

Energy Conservation and Sustainable Building Guidelines

A recipient to whom an appropriation is made under this section for a capital improvement project 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.

Accessibility

Structural and nonstructural facilities must meet the design standards in the Americans with Disabilities Act (ADA) accessibility guidelines.

Reporting

The parties agree to coordinate and satisfy all reporting and other requirements incumbent upon constitutional dedicated funding recipients as provided in Minnesota Statutes, section 3.303, subdivision 10, and chapter 116P.

VIII. INDEMNIFICATION.

The CONTRACTOR shall indemnify, defend, 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. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing clinical supervision under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.

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. §466 shall not constitute a waiver of the liability cap(s) available to the County.

F. 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.

X. PUBLICITY.

- A. 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.
- B. The parties agree as recipients of an appropriation from the Legacy Fund that they will acknowledge financial support from the Clean Water, Land & Legacy Amendment in project publications, signage, and other public communications and outreach related to work completed using the grant appropriation. Acknowledgment may occur, as appropriate, through use of the Clean Water, Land & Legacy Amendment Fund logo or inclusion of language attributing support from the Legacy Fund.

XI. GOVERNMENT DATA PRACTICES ACT.

- A. 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.
- B. 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.
- C. 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.

XVIII. AFFIRMATIVE ACTION.

The Contractor will comply with the provisions of Minnesota Statute § 181.59 which requires, as follows;

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

(Signatures are found on the Next Page)

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:
APPROVED**

Signed:
Title: Chair, County Board
Date:

Certified:

Signed:
Title: Clerk to the Board
Date:

Signed:
Title: Environmental Services Director
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: November 10, 2021

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Chisago County Request for Board Action

Meeting Date: February 2, 2022	Item Number: 18
Title of Item for Consideration: Appointment of Chisago County Recorder	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board as they relate to the County's Department Directors, statutory employees, and/or organizational structure. November 3rd, 2021 the Chisago County Board of Commissioners accepted the notice of retirement of former County Recorder Janet Converse.	
Background: Mrs. Janet Converse, Chisago County's former County Recorder, announced her retirement on November 3rd, 2021, effective January 14th, 2021. The Chisago County Personnel Committee interviewed 2 candidates to become the full-time Chisago County Recorder. After much discussion amongst the Personnel Hiring Committee, Ms. Karen Long, was chosen as the candidate to be the new Chisago County Recorder. The primary responsibility of the County Recorder is to accept and maintain a permanent public repository of real estate records. Types of documents in the repository include deeds, mortgages, contracts for deed, mortgage satisfactions, foreclosure records, probate documents, and easements. In Minnesota there are two systems of public real estate records, Abstract and Torrens. The County Administrator as enumerated in Minnesota statutes section 375A.06, Subd 4, and specifically at section 375A.06, Subd. 4 (c). The express language vests the appointment of the County Recorder to the County Administrator, subject to the confirmation by the Board. The credit card will be used for organization fees, training, conference registration, and travel. The Recorder's Office currently does not have a credit card for the department.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board move to appoint Ms. Karen Long as the Chisago County Recorder and approve a credit card with a limit of \$3500 for Karen Long. The recommended Board Action is as follows: <i>"Move to appoint Ms. Karen Long the Chisago County Recorder and approve a credit card for Karen Long with a limit of \$3500."</i>	
Implications of Action: County Board consideration and action at tonight's meeting will appoint Ms. Karen Long as the new Chisago County Recorder and provide a credit card for the Recorder's Office. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

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



CORR.

February 2022
Chisago County Board Dates

Wednesday, February 2nd

Chisago County Board of Commissioners Meeting

6:30 pm Chisago County Boardroom

Wednesday, February 9th

Budget and Finance Committee Meeting

2:00 pm Chisago County Boardroom

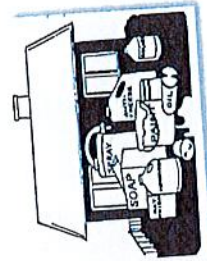
Wednesday, February 16th

Chisago County Board of Commissioners Meeting

6:30 pm Chisago County Boardroom

Workshop Request – Long Term Planning/Goals

Bring unwanted chemicals to:



Chisago County Household Hazardous Waste Facility

(651) 213-8920

www.chisagocountymn.gov



39649 Grand Ave., North Branch

Non-holiday Mondays 12-7pm & Last Saturday of month 9am-1pm

- Free drop-off of unwanted household chemicals and paints
- Fee-based small business hazardous waste services
- FREE home improvement products available on reuse shelves

Recycling questions answered:

www.chisagocounty.us/wastewizard

Waste Disposal & Recycling

What goes where?

Type the name of a waste item and we'll tell you how to recycle or dispose of it.

Search

Need help?

Phone: 765-5311 / 765-5312

Powered by RECYCLO

Unwanted Medication Disposal

Don't flush! Dispose of Prescription, Over-the-Counter & Veterinary drugs:

- Chisago Co. Sheriff 15230 Per Rd., Center City
- Chisago Co. Sheriff 325 S. Eliot Ave., Rush City
- NBPD 6408 Elm St., North Branch
- LAPD 13292 Sylvan Ave., Lindstrom
- Wyoming PD 7665 Wyoming Trail, Wyoming



Composter & Rain Barrel Sale

Order at:

www.recycleminnesota.org

Pick-up:

Wed May 18th

4-6 pm at: Chisago County

Household Hazardous

Waste Facility, 39649

Grand Ave., North Branch

2022 Chisago County

Residential Recycling for:

Appliances, Electronics, Mattresses & Tires



Call for hours and prices:

AAA Recycling - (651) 238-0226

Pick-up only, call to schedule, www.aaagreenrecycling.com

***ECSWC** - (763) 689-4056, www.ecswc.com

Cambridge Transfer Station, 4914 Hwy 95 NE, Cambridge

Evergreen Recycling - (320) 358-3988

53465 Forest Blvd., Rush City

North Metro Recycling - (651) 257-6709

10985 Lake Blvd., Chisago City, www.northmetrorecycling.com

Recycling for Wildlife (RWF) - (651) 304-7312

43239 Forest Blvd., Harris

SRC, Inc. - (651) 462-1099

6320 East Viking Blvd., Wyoming, www.mytrashservice.com

Steel Chick Recycling - (651) 269-6412

Pick-up only, call to schedule, www.steelchick.com

For more info - see "Waste Disposal & Recycling" at:

www.chisagocountymn.gov, supported by solid waste management fund.

Coupon: \$5 off Recycling

Appliance, Monitor or TV, and Mattress

Chisago County pays part of the cost to make recycling affordable. Commercial and business items excluded from program.



At AAA, Evergreen, North Metro, RFW, SRC, or Steel Chick

*Discount not available at ECSWC. Limit one coupon per household, expires 12/31/22

Chase E. Burnham

From: Lakes and Pines CAC <lap@lakesandpines.org>
Sent: Wednesday, January 26, 2022 12:37 PM
To: Denise Stewart
Subject: Announcement

This is an external email message!

This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Good morning.

It is with mixed emotions that the Lakes and Pines Board of Directors announces a pending change in leadership at Lakes and Pines. Long-time Executive Director, Robert Benes, has announced his retirement for early September.

Bob Benes began his career with Community Action in 1981 as a Youth Coordinator. Since that time he has served as the Head Start Director where he was actively involved at the state and regional level. Bob has served as the Executive Director of Lakes and Pines Community Action, where he leads over 100 staff in serving a 7-county service area for the last 16-years. Bob has served on numerous Boards and committees across the state as part of his advocacy work, including two separate terms as the Chair of the statewide Minnesota Community Action Partnership. He is actively involved in his community, where he is well-known and highly respected as an authority on anti-poverty approaches.

Bob has dedicated his career to assuring all Minnesotans have a fair chance to prosper. As a leader in Community Action, he has tirelessly advocated for the individual rights and strengthening of programs to provide opportunities to those in the community seeking to improve their lives. Bob does not shy away from the hard conversations and is known to often step into the face of opposition in the interest of doing what's right for individuals who need Community Action.

His leadership has helped to build a team of emerging leaders who understand the vision and values of Community Action and can apply that knowledge to their daily work, decision making and advocacy. He has empowered and encouraged the growth of that team to continue the hard work of ensuring that Community Action programs remain strong, providing the best possible service to the community.

While we are saddened by Bob's upcoming departure, we wish him well in his retirement, with lots of bike riding, reading and hopefully a little golf. We are confident in the health of the organization and his early announcement will allow the Board time to do a thorough and thoughtful search for his successor. The Board is grateful for Bob's commitment and dedication to Lakes and Pines and the community.

Sincerely,

Brad Larson, Board Chair

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