



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
VACANT

REGULAR MEETING – Wednesday, May 4, 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 Report TAB 1

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

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

3.) Veterans Service Office Operational Enhancement Grant Program Grant Agreement TAB 3

4.) SHIP Grant Agreement – Women's Environmental Institute TAB 4

7:00 p.m. Citizen's Forum

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

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Directors Update TAB 1

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

3.) HHS Committee Recommendation – VSO Operational Enhancement Grant Program TAB 3

4.) HHS Committee Recommendation – SHIP Grant Agreement – Women's Enviro. Institute TAB 4

5.) Payment of County's Warrants and Miscellaneous Bills TAB 5

6.) Minutes from the April 20, 2022 Regular Meeting TAB 6

7.) Applications for Abatements (reduction) of Property Taxes TAB 7

8.) Conveyance of Tax Forfeited Land to Nessel Twp. pursuant to M.S. 282.01, subd. 1a. TAB 8

Other County Business:

9.) Joint Powers Agreement with Minnesota Financial Crimes Task Force TAB 9

10.) Public Hearing for Business Subsidy Policy Revisions – HRA-EDA TAB 10

11.) Establishing Absentee Ballot Board TAB 11

12.) Appointment of County Commissioners to Chisago County Election Canvassing Board TAB 12

13.) Tax/CAMA Software Direction TAB 13

14.) Chisago Lakes Lake Improvement (LID) District Invasive Phragmites Roadside Treatment TAB 14

15.) North Center to North Lindstrom Channel Maintenance Agreement TAB 15

16.) MN Dept. of Agriculture Cooperative Agreement for Waste Pesticide Collection TAB 16

17.) HHW Facility Prof./Tech. Services Contract between Chisago County and TKDA, Inc. TAB 17

18.) Pictometry Aerial Imagery – 3 Inch Upgrade Amendment TAB 18

Discussion Items:

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

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

- Meetings of the Chisago County Board of Commissioners may be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege. Minn. Stat. §13D.05, Subd. 3. The Meeting will be closed to allow the County Board to discuss with legal counsel strategy related to litigation, Michelle Jacobson v. County of Chisago (MN) and Richard Duncan, both individually and in his official capacity as Sheriff of Chisago County (MN)

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: April 27, 2022

I. Department Updates/Highlights: Legislative Highlights

The Federal Public Emergency has been extended until July 15, 2022. We are anticipating that this will be the last extension by the Federal Government of the Emergency. At that time any of the waivers that were put in place for the pandemic, that have not been codified into new law, will expire. We are planning for a significant surge in work at that time.

The legislature is beginning to finalize most of the bills that will be voted on this session, and we continue to monitor them closely to gauge the potential impact on Health and Human Services. The status of many issues is still not entirely clear as was discussed at the last Board Meeting. We do expect that by the June Board meeting we should have a clearer picture of the potential impact on our services and budget for the upcoming year(s).

II. Financial Notes:

With the year a quarter of the way over, we are currently at about 21% of our expenditures, so we are right on track. Our earned revenue is running at just about 26% while our overall revenue is running just under 20% at this time due to some grants and allocations not being paid yet.

As noted above, we are continuing to closely monitor the State Legislature as we are preparing for our next budget cycle for 2023.

III. Staffing Updates:

Health and Human Services continues to spend a significant amount of time and money advertising, hiring, and training new staff persons. While some have left for retirement, most report leaving to work for other counties for higher pay, better benefits, and work from home policies.

Since January 1st we have hired six new staff in HHS. We currently have 12 open positions throughout HHS. During 2021 we had a total of 29 open positions, for which we were able to hire 21 new staff. (Some open positions were created due to staff being promoted into vacancies created by someone else leaving their position).

Some of the other trends we noted in 2021 include:

- Applicants turning down positions due to the cost of benefits (this has improved this year with the new benefit package) and/or pay.

- Applicants interviewing for positions only to fulfill unemployment requirements.

- Applicants seeking employment only if they are able to work from home.

- Continued issues with the Minnesota Merit System and receiving new applicant lists.

Some of the trends we have noted so far in 2022 include:

- A reduction in potential applicants seeking employment.

- Applicants deciding not to interview for a position when salary information is provided to them.

- Continued issues with the Minnesota Merit System providing updated applicant lists and additional applicant names when requested.

- Work from home is the expectation of most applicants.

While open positions may appear to be a cost savings in our salary lines, we end up spending significant money advertising, interviewing, hiring, and training new staff. Additionally, during that time revenue generating positions are not generating revenue and require other staff to reprioritize their work fill the gaps, potentially leaving some members of the community underserved.

Human Resources, Administration, and Health and Human Services are working diligently to get these positions filled promptly, but we do have some concerns as we are planning for the Federal Emergency to end and a return to normal business practices/expectations.

IV. Review of Requests for Board Action:



**CHISAGO COUNTY
BOARD OF COMMISSIONERS**

May 4, 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>
4/22/2022	\$142,447.69		County's Warrants
4/22/2022	\$17,939.62	5/4/2022	Auditor's Warrants
4/29/2022	\$83,776.24		County's Warrants
4/29/2022	\$20,538.04	5/4/2022	Auditor's Warrants

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

Chisago County Request for Board Action

Meeting Date: May 4, 2022	Item Number: 3
Title of Item for Consideration: Veterans Service Office Operational Enhancement Grant Program Grant Agreement	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of a Grant Contract for \$12,500 through June 30, 2022.	
Background: The Chisago County Veteran's Services Office receives a grant from the Minnesota Department of Veterans Affairs. The grant amount of \$12,500 is based on the Veteran population of 4,221 in Chisago County. While no local funding match is required, County Board approval via resolution is requested to accept the grant. The purpose of the grant is to: • provide outreach to county veterans • assist in reintegration of combat veterans into society • collaborate with social services, educational institutions and other community organizations to enhance services offered to veterans • reduce homelessness among veterans, and • enhance operations of the County Veterans Services Office Attachment(s): • Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the County Veterans Service Office Operational Enhancement Grant Program Grant Agreement. The suggested motion is as follows: <i>"Move to approve the County Veterans Service Office Operational Enhancement Grant Program Grant Agreement."</i>	
Implications of Action: Board approval at tonight's meeting will authorize the County to accept the Veterans Service Office Enhancement Grant Program funds. Budget/Financial Implications: Allows for the use of grant money from the Minnesota Department of Veterans Affairs. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	

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

**Chisago County
Board of Commissioners**

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

**RESOLUTION NO: 22/0504-
VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT
PROGRAM GRANT AGREEMENT**

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

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

Chisago County Request for Board Action

Meeting Date: May 4, 2022	Item Number: 4
Title of Item for Consideration: SHIP Grant Agreement – Women’s Environmental Institute	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP Grant Agreement – Women’s Environmental Institute	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreement – Women’s Environmental Institute. The following motion is suggested: “Move to approve the SHIP Grant Agreement – Women’s Environmental Institute.”	
Implications of Action: Approval of this Ship grant agreement will allow WEI to expand their outreach and education for this program in response to the Covid-19 pandemic, Worldwide market unrest, increasing prices for basic food and transportation, having a customized delivery close to home provides for ease in pickup, consumer choice, and trust in the local farmers. Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$3,000.00. Legal/Policy Implications: The Proposed activities are in compliance with applicable state and federal regulations and County policies. Subject to County Attorney as to form.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

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

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Women's Environmental Institute at Amador Hill 15715 River Road, North Branch, MN 55056 ("Grantee").

Recitals

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

WHEREAS, Women's Environmental Institute applied to County for a SHIP Grant in order to expand their outreach and education for this program in response to the Covid-19 pandemic, Worldwide market unrest, increasing prices for basic food and transportation, having a customized delivery close to home provides for ease in pickup, consumer choice, and trust in the local farmers; and

WHEREAS, after reviewing the full proposal and all supplemental documentation submitted by the Grantee, it was found that the application satisfied the requirements of Minn. Stat. § 145.986 and 168.98; and

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Three Thousand Dollars (\$3,000.00)**; and

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

NOW THEREFORE, the County and the Women's Environmental Institute at Amador Hill enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** May 5, 2022 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

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

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

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

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

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

and the Grantee's Authorized Representative is:

Name: Gerald Krier
Address: 15715 River road, North Branch, MN 55056
Phone: 651-583-0705
Email: jerry@w-e-i.org

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

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

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

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Three Thousand Dollars (\$3,000.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. USE OF GRANT FUNDS

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

10. COMPLIANCE WITH THE LAW

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

11. REPORTING REQUIREMENTS

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

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

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

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

12. AMENDMENTS

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

13. FAILURE TO COMPLY

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

14. TERMINATION

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

15. WORKERS' COMPENSATION

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

16. PUBLICITY AND ENDORSEMENT

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

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

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

18. LIABILITY

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

19. INSURANCE

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

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

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

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

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

20.2. Intellectual Property.

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

21. ANTITRUST

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

22. JURISDICTION AND VENUE

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

23. STATE AUDITS

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

24. SUBCONTRACTING

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Gerald Krier, Finance Manager
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title: Rick Greene, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

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

AS TO FORM:

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



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
May 4, 2022**

TAB # 5

Payment of County's Warrants & Miscellaneous Bills

Bills Paid \$278,254.50

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

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, April 20, 2022**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, April 20, 2022 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka. Also present: County Administrator Chase Burnham, County Attorney Janet Reiter, Assistant County Attorney Jeff Fuge, and Clerk of the Board Christina Vollrath.

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.

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.

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 Montzka, seconded by DuBose, the Board moved items 1-3 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

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.

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
 - 2.) R&B Committee Recommendation – Master Partnership Contract with MnDOT
 - 3.) R&B Committee Recommendation – Arm Mower Budget Adjustment
 - 4.) Minutes from the April 6, 2022 Meeting
 - 5.) 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.

6.) Applications for Abatements (reduction) of Property Taxes

7.) Classification and Appraisal of Tax Forfeited Land pursuant to MN Statutes 282.01

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

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

On motion by DuBose, seconded by Montzka, the Board moved to approve Resolution 22/0420-01, A Resolution for the County Board of Commissioners of Chisago County, Minnesota, Approving the Branden Mell "Humble Swede Seasonal RV Park" Conditional Use Permit Amendment at 50187 Clover Trail (Nessel Township, PID #06.0515.00) to allow a 45 campsite seasonal campground, with Findings and Conditions as recommended by the Planning Commission and/or as amended at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

RESOLUTION NO. 22/0420-8
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, APPROVING AN AMENDMENT TO A
CONDITIONAL USE PERMIT ALLOWING A COMMERCIAL RECREATION
AREA ON PROPERTY
LOCATED AT 50187 CLOVER TRAIL IN NESSEL TOWNSHIP

WHEREAS, Branden & Ann Mell, property owners and applicants, submitted an application dated received February 25, 2022 and considered complete on March 4, 2022 for an Amendment to a Conditional Use Permit (CUP) allowing a Commercial Recreation Area (recreational camping area); and

WHEREAS, the original CUP was granted by the Chisago County Board of Commissioners on January 17, 2018; and

WHEREAS, the subject site is located at 50187 Clover Trail in Nessel Township and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is 52± acres in size and is legally described as:

PID 06.00515.00

The Northeast quarter of the Southwest Quarter (NE 1/4 of SW 1/4) and all that part of Lot Three (3), lying North of the projected north line of Lot Five (5), all in Section Twenty-three (23), Township Thirty-seven (37), Range Twenty-two (22), Chisago County, Minnesota;

-AND-

That part of Government Lot 5, Section 23, Township 37, Range 22, Chisago County, Minnesota, described as follows:

Beginning at the Northwest corner of said Government Lot 5; thence Southerly, along the West line of said Government Lot 5, a distance of 45 feet, thence Southeasterly, deflecting to the left 63 degrees 50 minutes 27 seconds, a distance of 220 feet; thence Northeasterly to a point in the North line of said Government Lot 5; thence westerly, along said North line, 236 feet to the point of beginning.

-EXCEPT-

The South 250 feet of the East 920 feet of the Northeast Quarter of the Southwest Quarter, Section 23, Township 37, Range 22, Chisago County, Minnesota; and the South 250 feet of the West 180 feet of that part of Government Lot 3, lying north of the projected north line of Lot 5, in Section 23, Township 37, Range 22, Chisago County, Minnesota.

-AND ALSO EXCEPT-

That part of the Northeast Quarter of the Southwest Quarter, Section 23, Township 37 North, Range 22 West, Chisago County, Minnesota, described as follows: Beginning at the southwest corner of the east 920 feet of said Northeast Quarter of the Southwest Quarter, thence westerly, along the south line of said Northeast Quarter of the Southwest Quarter, 100.00 feet; thence northeasterly to the northwest corner of the south 250 feet of the east 920 feet of said Northeast Quarter of the Southwest Quarter; thence southerly, along the west line of said east 920 feet, to the point of beginning.

WHEREAS, notice was provided and on April 7, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the CUP Amendment with conditions, per Resolution No. PC2022-0403; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its April 20, 2022 meeting and made the following findings per Zoning Ordinance Section 8.04 C:

Factor #1

The [proposed action is consistent with the] Comprehensive Plan and development policies of the County;

Finding #1

The proposed CUP Amendment is consistent with the Chisago County Comprehensive Plan and development policies. The Comprehensive Plan provides several references to the County's intention to continue to allow and be supportive of the proposed land use:

- *To encourage the use and enjoyment of the County's natural resources as an economic development and tourism tool and asset for the County (p 2-39)*
- *To promote recreational and tourism opportunities (p 2-40)*
- *To recognize that prime scenic views and landscapes are an important and desirable local amenity which draw outside revenue from visitors that is vital to the local economy (p 2-43)*
- *To protect quality visitor experiences of prime scenic features, areas of exceptional rural ambience (p 2-43)*
- *To promote natural amenities in the County as assets to economic development and business opportunity*
- *To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)*

Factor #2

The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;

Finding #2

"Excessive" is a term that is relative, difficult to quantify in an empirical sense, and relevant only in terms of its context. Possible demands on public facilities, amenities and/or lands and waters include the following:

- *TRAFFIC: One of the primary impacts is likely to be traffic from 45 campsites, which will certainly add to traffic on Clover Trail and 500th Street. The increase in traffic will likely be discernable to those living along these roads, although it is not likely to rise to the level of hazard or congestion. A maintenance cost-share agreement has been negotiated between the applicants, the owner of the neighboring Flickabirds and Nessel Township, which will provide efficient and timely maintenance.*
- *PUBLIC WATERS: It is reasonable to assume that 45 campsites associated with this campground will result in increased pressure upon the surface water / recreational use of Rush Lake, particularly in this bay. Presumably, there will be an increase in the number of recreational swimmers, anglers, and other water-users, along with the associated watersport equipment such as fishing and ski boats, jet skis, and the like.*
- *PARKS, SCHOOLS, UTILITIES: Staff has not identified any likely increase in demand upon parks, schools or utilities. The campground itself is a self-contained recreational center, with amenities on-site and easy access to the neighboring Flickabirds with its bar and restaurant. There are no public utilities or other facilities serving the RV park and no excessive demand in anticipated.*

Factor #3

The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;

Finding #3

The property is fully screened by heavy forestation around its perimeter and, as such, there will be little negative visible impact upon neighboring properties. The campground will be virtually invisible from the directly abutting tracts of land and, as such, would not constitute a visual deterrence to potential future development of neighboring properties. It appears that the greatest visual impact will be to the neighboring property to the south, a similar campground known as Flickabirds. Being that the two properties are utilized in the same fashion, staff does not believe there to be any undue negative impact.

Factor #4

The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

Finding #4

See Finding #3.

Factor #5

The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;

Finding #5

The County's Comprehensive Plan specifically identifies the following goals, offering support to the proposed use:

- To offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities.*
- To allow commercial recreation, rural retail tourism, and recreational uses in the agricultural and rural areas of the County.*
- To recognize Chisago County's scenic features, exceptional rural ambience, historic sites as desirable local amenities which will draw outside revenue from visitors, that is vital to the local economy.*

Factor #6

The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;

Finding #6

Zoning Ordinance Section 5.06 C. 5. identifies "Commercial Recreation Areas" as an allowable use in the AG District; therefore, the proposed use is consistent with the zoning district. In addition, Section 4.14 of the Chisago County Zoning Ordinance specifically encourages the development of rural retail tourism and commercial recreation opportunities, with the following specific goals offering support to the proposed use:

- Preserve and celebrate Chisago County's archaeological properties, rural and agricultural heritage, and historical landscapes.*

- *To recognize Chisago County's scenic features, exceptional rural ambience, and historic sites as desirable local amenities which will draw outside revenue from visitors which is vital to the local economy.*
- *Enhance Chisago County's appeal to visitors who are drawn to its rural atmosphere.*
- Assist the County's citizens in the transition from primarily agricultural land uses to an expanded variety of rural business opportunities as active family farming continues to diminish in Chisago County.

Factor #7

The proposed use will not cause traffic hazard or congestion; and

Finding #7

While the proposed use will certainly add an element of traffic to Clover Trail and possibly 500th Street, said traffic levels will not rise to the level of hazard or congestion.

Factor #8

The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.

Finding #8

There may be some ambient noise generated by the introduction of 15 additional campsites (45 campsites in total) to the neighborhood but, given the heavy forestation, placement of campsites, as well as established park policies, no direct excessive negative impact is expected to be generated by the proposed use. The park policies preclude, among other things, children at large after 10:00 pm, the use of ATVs, and fireworks. No glare or unsightliness will impact nearby properties given the heavy woods surrounding the campground.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the request for CUP Amendment, subject to the following conditions:

1. This Conditional Use Permit amends the Conditional Use Permit granted by the Chisago County Board of Commissioners on January 17, 2018 (original CUP) and the conditions contained herein supersede all previously approved conditions.
2. The property shall be developed and utilized in accordance with the written narrative and site plans submitted to the Department of Environmental Services (Department) on February 25, 2022 and March 1, 2022 and kept on file. Any significant deviation, as determined by the Department, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
3. This Conditional Use Permit shall allow operation of a recreational campground, as a Commercial Recreation Area, for a maximum of 45 campsites.
4. The timeline for development of the subject site, for campsites 31-45, shall be approved as follows:
 - Summer 2022 – clearing, grubbing and rough grading
 - Summer 2023 – utility installation and landscape completion

- Summer 2024 – new campsites ready for occupancy
5. The resort policies, known as “The Humble Swede Seasonal RV Park Lease Agreement and Policies” and provided to the Department as part of the application materials, shall be made a condition of approval. The policies may be amended from time to time as needed; however, the policies shall remain sufficiently consistent as or more restrictive than the policies provided to the Department on March 1, 2022.
 6. This campground shall adhere to and be operated in accordance with all applicable Minnesota Department of Health regulations and licensure.
 7. The on-site sewage treatment system shall be designed, constructed, monitored and maintained in accordance with all applicable Minnesota Pollution Control Agency regulations.
 8. The permittee has provided satisfactory monitoring of the septic system for campsites 1-14 (first phase of development). The number of campsites shall only be allowed to increase from 30-45 when satisfactory monitoring of campsites 15-30 (phase two of development) is complete. The monitoring period shall be one week prior to July 4 and one week following July 4, with favorable analysis provided by a certified service provider to the Chisago County Department of Environmental Services for review. Monitoring shall include daily event counter readings and effluent testing from the lift tank twice during the months that the campground is open. Further, the permittee shall hire a service provider. If the permittee is unable to meet the terms of this condition, a licensed septic designer must provide an alternate solution(s) for the County Sanitarian’s review and approval.
 9. The permittee shall adhere to all applicable Minnesota Department of Natural Resources regulations, including acquisition of any necessary permits and approvals to establish a marina, docks and boat-slips to serve the campground.
 10. The park owner shall execute and maintain a mutually satisfactory contractual agreement with Nessel Township for a cost share on road maintenance along the agreed-upon designated portion of 500th Street west of the campground entrance, and/or as shall be amended or appended to by mutual consent. (Specifically, at the time of original approval of this CUP, dust control on 500th Street extending east from Bayview Avenue to Clover Trail, except for the first 1,000 feet of 500th Street east of Bayview Avenue, to commence upon the first day of occupancy of the campground.) Ongoing maintenance and adherence to the agreement shall be the responsibility of the township and property owner and it shall not be the County’s responsibility to interpret and/or enforce said agreement. Upon the 2022 amendment, the inclusion of Clover Trail should be considered by road authority and the applicant in an updated agreement.
 11. All RVs shall remain mounted on wheels and removable in case of flood or other hazard; park model RVs shall be prohibited.
 12. Any improvements to RVs (i.e. stairs, decks, screen-porches, sheds) which are regulated by the Minnesota State Building Code shall require building permits and inspections.
 13. There shall be no filling, excavating, or other encroachments or impacts to wetlands present on the property.
 14. There shall be no development, filling, construction, or other intrusion into the floodplain associated with RV installation and improvements.

15. The permit holder must notify the County annually that the activity permitted by the CUP is ongoing, and the activities being conducted continue to adhere to the conditions of approval.

CITIZENS FORUM

TIME – 6:58 p.m.

END TIME – 7:11 p.m.

of SPEAKERS - 5

On motion by DuBose, seconded by Dunne, the Board moved to deny the Spawn Conditional Use Permit (CUP) request for a Solid Waste Facility application at 12792 Maxwell Road in Chisago Lake Township, PID#02.00214.00 for a period not to exceed 60 days so as to allow further Planning Commission review no later than June 2, 2022, and County Board action no later than June 15, 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

RESOLUTION NO. 22/0505-7

A RESOLUTION TO DENY THE APPLICATION FOR A CONDITIONAL USE PERMIT TO OPERATE A SOLID WASTE FACILITY ON PROPERTY LOCATED AT 12792 MAXWELL ROAD, CHISAGO LAKE TOWNSHIP

WHEREAS Douglas and Susan Spawn, property owners, and Jason Spawn, Applicant, submitted an application dated received February 28, 2022 and considered complete on March 4, 2022 for a Conditional Use Permit (CUP) to operate an Organic Waste Compositing Solid Waste Facility; and

WHEREAS, the subject site is located at 12792 Maxwell Road, Chisago Lake Township and is located in the Agricultural (AG) Zoning District; and

WHEREAS the subject site is 22± acres in size and is legally described as:

PID 02.00214.00

The East Half of the Northeast Quarter of the Northwest Quarter (E1/2 of NE1/4 of NW1/4) and the East four (4) rods of the Southeast Quarter of the Northwest Quarter (SE1/4 of NW1/4) of Section Twenty-one (21), Township Thirty-three (33) North, Range Twenty (20) West, Containing 22 acres, more or less.

WHEREAS Applicant currently conducts composting activity on the subject property on an individual basis and seeks to expand that activity to a commercial use; and

WHEREAS notice was provided and on April 7, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, after public hearing, the Planning Commission recommended to the County Board to extend for an additional 60 days the review and decision period on the CUP application for the purpose of requesting and reviewing additional information on the proposed use and to allow the applicant to clarify inconsistencies noted by the Planning Commission and the Staff report as permitted pursuant to Section 8.04 D of the Zoning Ordinance; and

WHEREAS the County Board of Commissioners considered at its April 20, 2022 meeting the Planning Commission's recommendation and received comment during the Citizen's Forum of the County Board meeting on the pending conditional use application; and

WHEREAS, during the Citizen Forum portion of the County Board of Commissioner's meeting, the Applicant spoke against the Planning Commission's recommendation and expressly vocalized his disagreement with the Planning Commission's request for additional information and the Applicant specifically stated that he is unwilling to provide additional information to respond to the concerns of the Planning Commission and those concerns raised in the Staff Report; and

WHEREAS the unwillingness of the Applicant to provide additional information to address those concerns prevents the County Board from determining whether the proposed use would protect the public interest as afforded pursuant to Section 8.04 D of the Zoning Ordinance and an extension of the time to decision deadline to May 5, 2022 would not result in applicant providing that additional information: and

WHEREAS, as a result, the County Board has no alternative but to deny the application.

WHEREAS, the County Board has also reviewed the full record at its April 20, 2022 meeting to determine whether there is a sufficient information in the record to determine the application on its merits after applying the factors identified in the Chisago County Zoning Ordinance Section 8.04 Conditional Use Permits – (CUP) Paragraph C; and

WHEREAS, when applying the factors identified in the Chisago County Zoning Ordinance Section 8.04 Conditional Use Permits – (CUP) Paragraph C for making a determination on an application for a conditional use permit, the County Board adopted the following findings:

1. Factor #3: The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development.

Finding on Factor #3:

- a. The record on the application supports the finding that the proposed use of

composting of organic materials on a commercial level will generate impacts related to odor, appearance, water runoff & groundwater contamination, and vector control.

- b. The record on the application, without additional information, supports a finding that the detrimental impacts associated with the proposed use may not be reasonably be mitigated with screening and other measures due to the size, location and topography of the subject property. The subject site is relatively small and surrounded by existing rural residential development and operationally located as close as 12 feet from neighboring property boundaries. The subject property has a singular narrow driveway access that traverses between and in close proximity to residentially developed neighboring properties. The topography of the subject site and its run-off and drainage collection do not support the collection and containment of leachate and adverse impacts to groundwater and adjoining properties would result if the composting activity is expanded to a commercial operation.
2. Factor #4: The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties.

Finding on Factor #4

- a. The record, without additional information, would support a finding that while site plan suggests that the proposed use will be designed in an organized functional manner, the record, without additional information, would support a finding that the appearance of the commercial composting operation will create an adverse effect upon adjacent residential properties.
 - b. The record supports a finding that the proposed use would be inconsistent with MN Pollution Control Agency small compost site exemption limits and within the allowed scale of operation for a small solid waste compost facility. The size and scale of the facility plan, including specifically the number of materials processing rows depicted is 3 times the yardage of the maximum 120 yardage limits of the MPCA.
3. Factor #7: The proposed use will not cause traffic hazard or congestion.

Finding on Factor #7 The singular narrow private driveway access for the subject site is not designed for commercial traffic and, given its width, extended length, and sole access point to Maxwell Rd. Despite the finding of the Town, the County Board finds that the addition of commercial facility traffic will create traffic hazards and significant site erosion disturbance and congestion on the subject site and the adjoining marginally constructed Maxwell Rd. Absent additional information to the contrary, the record would support a finding that the proposed use would create a traffic hazard or congestion.

NOW, THEREFORE, BE IT RESOLVED, based upon the entire record and the above findings, the Board of Commissioners of Chisago County, Minnesota, hereby determines to deny the application of Applicant Jason Spawn for a conditional use permit to operate an Organic Waste Compositing Solid Waste Facility at the property located at 12792 Maxwell Road, Chisago Lake Township.

On motion by DuBose, seconded by Dunne, the Board moved to adopt Ordinance No. 042022-1 approving the rezoning of the property described as 2574 Crest Way, Nessel Township, PID#06.00518.00 from Rural Residential I (RRI) Zoning District to Agricultural (AG) Zoning District. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

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

On motion by DuBose, seconded by Dunne, the Board moved to approve \$14,870 toward 2022 Chisago Lakes Lake Improvement District water quality monitoring, laboratory analysis and supplies, along with transferring \$2,370 from reserves to Water Quality Monitoring. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by DuBose, the Board moved to reapprove the 2016 LID Channel & Weir Operation and Maintenance Plan, and submit plan to the Minnesota DNR for renewal of Public Waters Work Permit 1985-3331. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to accept the 2021 Water Resources Programs and Annual Reports Presentation. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to accept the April 13th Budget and Finance Report and approve the DRAFT 2023 Budget and Levy Schedule and approve the expenditure of \$9,300 ARPA funds for an Employee Engagement Survey. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Out-of-State Travel Requests for Dennis Wilton and Jon Eckel to travel to Arizona and Nevada for the Honeywell User Group and the Cisco Live Event. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve May 6th, 2022 Child Care Provider Appreciation Day in Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve the State of Minnesota Joint Powers Agreement for the Farmer's Market Nutrition Program. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Memorandum of Agreement between Minnesota State University Moorhead and Chisago County Health & Human Services. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to approve the Out-of-State Travel Request for Christine Johnson & Karlene Smith to travel to California to attend the Citizens Review Panel. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut in May and June to provide Child protective services to a client that is residing in a specialized facility. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by DuBose, the Board moved to approve an out of state travel for K9 training in Hudson, WI and Clandestine Lab Safety Training, Johnstown, IA. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to proclaim April 26, 2022 as County Government Appreciation Day in Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the 2022 tobacco license renewals. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

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

Several Commissioners offered reports of their respective committee assignments.

No action was taken.

On motion by DuBose, seconded by Montzka, the Board adjourned the meeting at 8:41 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

Richard Greene, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

Chisago County Request for Board Action

Meeting Date: May 4, 2022	Item Number: 7
Title of Item for Consideration: Applications for Abatements (reduction) of Property Taxes	
Action Requested by: Bridgitte Konrad, County Auditor/Treasurer	Department: Auditor/Treasurer
Previous Action on this Matter: From time to time the Board of Commissioners is asked to address individual Abatement requests.	
Background: The applications are for the abatement (reduction) of property tax for tax payable in 2022. They are recommended by the Assessor's office and Auditor's office for approval. The reductions meet the County's policy for such actions. The following parcels are requesting abatement; • Raymond Heron: 05.00269.10 • Jacob Salokar: 0800031.00 • Charles Clover: 09.00144.10 • Teresa Lynn Berg: 09.00770.06 • Devon Wright: 11.00900.30 • Matthew Green: 13.10176.00 • Mary Jo Miron: 15.00419.28	
Attachment(s): • Applications for Abatement (<i>available with Clerk of the Board</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the applications of abatement of taxes for the tax parcels. The suggested motion is as follows: • <i>"Move to approve the applications of abatement of taxes for the following tax parcels; 05.00269.10, 0800031.00, 09.00144.10, 09.00770.06, 11.00900.30, 13.10176.00, 15.00419.28."</i>	
Implications of Action: By approving the applications, the property owners will be paying the appropriate property tax in 2022.	
Budget/Financial Implications: Minimal impact on the County finances and budget.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	

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

Chisago County Request for Board Action

Meeting Date: May 4, 2022	Item Number: 8
Title of Item for Consideration: Conveyance of Tax Forfeited Land to Nessel Township pursuant to M.S. 282.01, subdivision 1a.	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: Minnesota Statute 282.01 Subdivision 1a, allows for the conveyance of a parcel of non-conservation tax forfeited land to a local government subdivision if certain conditions are met. A request has been received to convey the following tax forfeited parcel for authorized public purpose under the following Statutes: - M.S. 282.01 Subdivision 1a, paragraph (e) which requires County Board approval of the conditional use deed requests: - Nessel Township - Parcel 06.00303.00 to be used for public right-of-way Attachment(s): - Draft Resolution	
Action Requested/Recommended: The County Board is respectfully requested to approve the above-noted resolution. The following motion is suggested: <i>“Move to approve the attached resolution approving conveyance of tax forfeit property to Nessel Township for public right-of-way.”</i>	
Implications of Action: The tax forfeited parcels will remain tax-exempt, but ownership will be transferred to the local government unit and restricted in use to the terms of the conditional use deed or other appropriate public purpose. Budget/Financial Implications: None Legal/Policy Implications: The proposed resolution and approval meets the requirements of M.S. 282.01 Subdivision 1a.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Board of Commissioners

RESOLUTION NO. 22/0504- CONVEYANCE OF TAX FORFEITED LAND TO NESSEL TOWNSHIP PURSUANT TO M.S. 282.01, SUBD. 1A.

WHEREAS, Nessel has submitted a request for tax forfeited parcel 06.00303.00 to be conveyed to the Township for an authorized public purpose under M.S. 282.01, subdivision 1a, paragraph (f),

WHEREAS, M.S. 282.01, subdivision 1a, paragraph (f) authorizes conveyance, with County Board approval, of tax forfeited land to a local government subdivision if they certify to the Board that prior to forfeiture the government subdivision was entitled to the parcel under a written development agreement.

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners approve the conveyance of tax forfeited parcel 06.00303.00 for an authorized public use to Nessel Township pursuant to M.S. 282.01, subdivision 1a, paragraph (f).

Chisago County Request for Board Action

Meeting Date: May 4, 2022	Item Number: 9
Title of Item for Consideration: Joint Powers Agreement with Minnesota Financial Crimes Task Force	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: Previous JPA was approved on December 20, 2017	
Background: This Joint Powers Agreement is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Chisago on behalf of its Sheriff's Office. The parties wish to work together to investigate and prosecute identity theft and related financial crimes. The Minnesota Financial Crimes Task Force will use a three-pronged approach to combat financial crimes: prevention, education and enforcement. Attachment(s): State of Minnesota Financial Crimes Task Force Joint Powers Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the State of Minnesota Financial Crimes Task Force Joint Powers Agreement. The following motion is suggested: <i>"Move to approve the State of Minnesota Financial Crimes Task Force Joint Powers Agreement."</i>	
Implications of Action: Board approval will authorize the Sheriff's Office to continue to be an affiliate of the Minnesota Financial Crimes Task Force. Budget/Financial Implications: This Joint Powers does not require financial commitment from Chisago County. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. Subject to County Attorney approval as to form.	
Administrator's Recommendation	
Approve _____	Deny _____
Motion By: _____ Seconded by: _____	
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____



State of Minnesota Joint Powers Agreement Minnesota Financial Crimes Task Force

SWIFT Contract No.: 210958

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Chisago acting on behalf of its Sheriff's Office, 15230 Per Road, Center City, MN 55012 ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minnesota Statutes § 471.59, subdivision 10, the BCA and Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute identity theft and related financial crimes; and the Governmental Unit wishes to participate as a member of the Minnesota Financial Crimes Task Force ("MNFCTF").

Agreement

1. Term of Agreement

1.1 Effective Date. This Agreement is effective on the date State obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.

1.2 Expiration Date. This Agreement expires March 30, 2027 unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement which will allow the Governmental Unit to become a member of the MNFCTF. The MNFCTF has a three-pronged approach consisting of **prevention, education and enforcement** to combat financial crimes.

3. Standards

The Governmental Unit will adhere to the MNFCTF standards identified below:

3.1 Provide and assign only licensed peace officers for services pursuant to this Agreement.

3.2 Investigate major financial crimes by organized groups or individuals related to identity theft, e.g. bank fraud, wire fraud, access device fraud, commercial fraud, retail fraud and other similar economically-related forms of fraud (as defined in Minnesota Statutes § 609.52).

3.3 Prepare an investigative plan for each case assigned which will include: the identification of witnesses and witness statements; and obtaining and analyzing appropriate bank and business records.

3.4 Prepare a case synopsis that will include witness lists and relevant evidence for presentation to state and/or federal prosecutors for prosecution.

- 3.5 Comply with state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures including compliance with proper legal procedures in securing evidence and, when applicable, recovery of computers.
- 3.6 Understand and use appropriate legal procedures in the handling of informants including documentation of identity, monitoring of activities, use and recordation of payments.
- 3.7 Use, as appropriate, a comprehensive portfolio of investigative technologies and techniques including surveillance, covert technologies and undercover assignments.
- 3.8 Interview and prepare reports on the victims of financial crimes, directing those victims to appropriate public and private resources to assist them in the recovery of their identities.
- 3.9 Investigate cases involving cross-jurisdictional and/or organized financial crime and high value theft schemes. [Note: An assignment may require travel throughout Greater Minnesota in addition to the seven county metropolitan area as investigations expand or as assigned by the task force commander.]

4. Responsibilities of the Governmental Unit and the BCA

- 4.1 The Governmental Unit will:
 - 4.1.1 Conduct investigations in accordance with provisions of the Minnesota Financial Crimes Task Force standards, identified in clause 3 above, and conclude such investigations in a timely manner.
 - 4.1.2 Maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded quarterly to the MNFCTF Commander, or the Commander's designee, for statistical reporting purposes.
 - 4.1.3 Assign one or more employees of the Governmental Unit as members to the MNFCTF. All employees of the Governmental Unit assigned as members, and while performing MNFCTF assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member. All services, duties, acts or omissions performed by the MNFCTF member will be within the course and duty of the member's employment and therefore covered by the Workers Compensation and other compensation programs of the Governmental Unit including fringe benefits.
 - 4.1.4 Make a reasonable good faith attempt to be represented at all scheduled MNFCTF meetings in order to share information and resources among the MN FCTF members.
 - 4.1.5 Participate fully in any audits required by the Minnesota Financial Crimes Task Force.
- 4.2 The parties mutually agree that any investigators assigned to the MNFCTF by the Governmental Unit will be provided an undercover vehicle and basic equipment, e.g. gun, handcuffs, vest, etc., by the Governmental Unit.
- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a member as an employee of the Governmental Unit.

5. Reimbursement Requests and Payments

- 5.1 Governmental Unit must first submit a written request for funds and receive written pre-approval for the funds from BCA.
- 5.2 Governmental Unit must supply original receipts or readable copies of receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the BCA to the Governmental Unit within thirty (30) calendar days of the invoice

date with payment made to the Governmental Unit Authorized Representative's address listed below.

6. Authorized Representatives

The BCA's Authorized Representative is the person below or his successor:

Name: Donald Cheung, MNFCTF Commander
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.1072
E-mail Address: donald.cheung@state.mn.us

The Governmental Unit's Authorized Representative is the person below or his successor:

Name: Brandon Thyen, Sheriff
Address: Chisago County Sheriff's Office
15230 Per Road
Center City, MN 55012
Telephone: 651.213.6301
E-mail Address: brandon.thyen@chisagocountymn.gov

If the Governmental Units Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA in writing/email.

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 Amendments.** Any amendment to this 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 Agreement, or their successors in office.
- 7.3 Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

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

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify the BCA. The BCA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the MNFCTF Commander, in a timely manner, all investigative equipment that was acquired with funding received under this Agreement.

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

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

14. Other Provisions

- 14.1** The Parties mutually agree that upon execution of this Agreement, the JPA identified as 133856 executed between the Parties on January 19, 2018 is terminated.

15. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT PO Number: 3-79290

**3. DEPARTMENT OF PUBLIC SAFETY;
BUREAU OF CRIMINAL APPREHENSION**

By: _____

(with delegated authority)

Title: _____

Date: _____

2. GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

Chisago County Request for Board Action

Meeting Date: May 4, 2022	Item Number: 10
Title of Item for Consideration: Public Hearing for Business Subsidy Policy Revisions	
Action Requested by: Nancy Hoffman, Director	Department: Chisago County HRA-EDA
Previous Action on this Matter: Business Subsidy Policy was considered at a public hearing and approved on July 23, 2008 - Co.Bd.Policy Number #2008-3	
Background: According to Minnesota Statute 116J.993 local governments must have a Business Subsidy policy in place before subsidies can be provided to a business. On July 23, 2008, the County Board approved the Chisago County Business Subsidy Policy and Criteria. Due to changes in Statute, the HRA-EDA are recommending revisions to the policy. Revision recommendations are highlighted on the attached Chisago County Business Subsidy Policy and Criteria. Per Statute a public hearing is required for approval. Attachment(s): - Chisago County Business Subsidy Policy and Criteria - Minnesota Statutes 116J.993	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners call for a public hearing on June 18, 2022 to consider revisions to the Business Subsidy Policy and Criteria. The following motion is suggested: <i>“Move to hold a public hearing on June 18, 2022 to consider revisions to the Business Subsidy Policy and Criteria.”</i>	
Implications of Action: By the Board approving the Public Hearing, the Board can modify the County policy to bring it up to date per MN Statute. Higher subsidy threshold requirement to hold a public hearing and for reporting to the state. Budget/Financial Implications: None Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

CHISAGO COUNTY BUSINESS SUBSIDY POLICY AND CRITERIA

1. PURPOSE AND AUTHORITY

- 1.01 The purpose of this policy is to establish a process for the application for and approval of business subsidies in Chisago County. These criteria shall apply to both the Chisago County Board of Commissioners and Chisago County Housing & Redevelopment Authority-Economic Development Authority (HRA-EDA) when considering applications for business subsidies, as defined in Minnesota Statutes §116J.993, Subdivision 3, for private development within the County. These criteria shall be used as a guide for processing and reviewing applications requesting business subsidies.
- 1.02 Chisago County is authorized to grant business subsidies pursuant to Minnesota Statutes §116J.993 through 116J.995. Amendments to these criteria are subject to public hearing requirements pursuant to Minnesota Statutes §116J.993 through 116J.995.

2. STATUTORY LIMITATIONS

- 2.01 All applications or requests for business subsidies must comply with all applicable state statutes.
- 2.02 The definitions and minimum criteria set forth in Minnesota Statutes §116J.993 through 116J.995 are hereby adopted and incorporated herein by reference.
- 2.03 The County's ability to grant business subsidies are ultimately governed by the limitations established in Minnesota Statutes §116J.993 through 116J.995.

3. APPLICATION REQUIREMENTS

- 3.01 Each request for a business subsidy shall be submitted in writing to Chisago County HRA-EDA on a form provided by the HRA-EDA.

4. PUBLIC POLICY REQUIREMENTS

- 4.01 Any application for a business subsidy must meet a public purpose which may include but may not be limited to increasing the tax base.

5. BUSINESS SUBSIDY CRITERIA

The following criteria will be considered by Chisago County when reviewing applications for business subsidies in accordance with Minnesota Statutes. However, it should not be presumed that a project meeting these criteria will automatically be approved. Meeting these criteria creates no contractual rights on the part of any applicant, business, proposed project or potential developer.

- 5.01 The ultimate benefit to the County must be at least equal to the costs of the business subsidy.
- 5.02 The business subsidy may only be provided within debt limit guidelines and other appropriate financial requirements and policies.
- 5.03 The project for which a business subsidy is sought must meet at least two of the following criteria:
- a) Increase or preserve tax base;
 - b) Create or retain jobs (retention considered only when job loss is imminent and demonstrable);
 - c) Provide or help acquire, finance or construct public facilities;
 - d) Help develop or renew blighted areas;
 - e) Help provide access to services for residents of the County;
 - f) Retain the business if it is at risk of relocating outside of the County.
- 5.04 The applicant, proposed project or potential development must comply with any applicable Comprehensive Plan and Zoning Ordinances or required changes to the Plan and Ordinances must be under active consideration at the time of approval. The applicant shall demonstrate evidence of support from the local unit of government.
- 5.05 Prior to consideration of a business subsidy request, the County may require an independent underwriting of the proposed project or potential development.
- 5.06 Any applicant requesting a business subsidy may be required to demonstrate past successful general development capability as well as specific capability in the type and size of project or development being proposed.

- 5.07 The applicant must retain ownership of the project at least long enough to stabilize its occupancy, to establish the project management, and if applicable, to initiate repayment of the business subsidy.
- 5.08 A recipient of business subsidy shall continue operations at the site where the subsidy is used for at least five (5) years after the benefit begins.
- 5.09 The business subsidy funding will be set at the lowest level of funding and for the shortest period of time which is feasible to meet the objectives.
- 5.10 Retail, service, or recreation businesses will be considered for business subsidies only if the project meets at least two of the following:
 - a) Creates quality employment;
 - b) Creates tax base;
 - c) Provides a necessary service not already provided in the community;
 - d) Finances, constructs or provides public infrastructure; or,
 - e) Redevelops blighted areas.
- 5.11 The impact of the project on surrounding areas will be taken into consideration. Impacts include but not limited to: Pollution, traffic, sewer and water, parks, and need for additional government services such as law enforcement.
- 5.12 Equal consideration will be given to both the expansion or growth of existing business and new businesses proposing to relocate in the County.
- 5.13 To be considered as a redevelopment project at least ninety (90) percent of the business subsidy allowed by the County must be expended by the applicant to eliminate blight conditions which justify creation of a redevelopment district.

6. APPLICATIONS WILL RECEIVE PRIORITY FOR:

- 6.01 Developments that create quality employment. The minimum wage threshold shall be ~~\$12.00 per hour~~ 125% of the federal poverty level of a family of four plus benefits for new jobs created.
- 6.02 Projects which include manufacturing, distribution, or technology-based firms or businesses which employ a majority of professional or skilled labor.
- 6.03 Business at risk of locating out of state or the County.
- 6.04 Projects constructed of block, engineered concrete, brick or engineered steel buildings (not pole) which contain decorative accessory materials (brick).

7. REVIEW AND APPROVAL

- 7.01 The HRA-EDA Board shall review each application. **When applicable** the HRA-EDA will make a recommendation to the County Board as to the granting of a business subsidy.
- 7.02 Business Subsidy Public Hearings:
- a) **For County Board programs**, the County Board will make the final decision on granting the business subsidy. County Board will provide adequate notice of and hold a public hearing on any matter relating to granting a **business subsidy of more than \$25,000 \$150,000.**
 - b) **For HRA-EDA programs**, the HRA-EDA will make the final decision on granting the business subsidy. **The HRA-EDA** will provide adequate notice of and hold a public hearing on any matter relating to granting a business subsidy of **more than \$25,000 \$150,000.**
- 7.03 ~~The preferred term of business subsidy is five years or less. The County Board may approve longer or shorter terms at its discretion.~~**
- 7.04 The County may limit the amount of the business subsidy:
- a) To a specific dollar amount per year or in total;
 - b) To the increase in property taxes resulting from improvement of the property;
 - c) To the increases in property taxes resulting from increases in the market value or tax capacity of the property;
 - d) In any other manner the county determines are appropriate;
 - e) The County may not abate tax attributable to the value of the land or the area wide tax under Minnesota Statutes §276A or 473F.

Revised/Approved by County Board: _____
Revised/Approved by County Board: **July 23, 2008**
Co. Bd. Policy Number #2008-3

Revised: **July 19, 2000**
Adopted: **October 25, 1999**

Revised/Approved by HRA-EDA: February 22, 2022

116J.993 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 116J.993 to 116J.995, the terms defined in this section have the meanings given them.

Subd. 2. **Benefit date.** "Benefit date" means the date that the recipient receives the business subsidy. If the business subsidy involves the purchase, lease, or donation of physical equipment, then the benefit date begins when the recipient puts the equipment into service. If the business subsidy is for improvements to property, then the benefit date refers to the earliest date of either:

(1) when the improvements are finished for the entire project; or

(2) when a business occupies the property. If a business occupies the property and the subsidy grantor expects that other businesses will also occupy the same property, the grantor may assign a separate benefit date for each business when it first occupies the property.

Subd. 3. **Business subsidy.** "Business subsidy" or "subsidy" means a state or local government agency grant, contribution of personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business.

The following forms of financial assistance are not a business subsidy:

(1) a business subsidy of less than \$150,000;

(2) assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;

(3) public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;

(4) redevelopment property polluted by contaminants as defined in section 116J.552, subdivision 3;

(5) assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50 percent of the total cost;

(6) assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;

(7) assistance for housing;

(8) assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under section 469.174, subdivision 23;

(9) assistance for energy conservation;

(10) tax reductions resulting from conformity with federal tax law;

(11) workers' compensation and unemployment insurance;

(12) benefits derived from regulation;

- (13) indirect benefits derived from assistance to educational institutions;
- (14) funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;
- (15) assistance for a collaboration between a Minnesota higher education institution and a business;
- (16) assistance for a tax increment financing soils condition district as defined under section 469.174, subdivision 19;
- (17) redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
- (18) general changes in tax increment financing law and other general tax law changes of a principally technical nature;
- (19) federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
- (20) funds from dock and wharf bonds issued by a seaway port authority;
- (21) business loans and loan guarantees of \$150,000 or less;
- (22) federal loan funds provided through the United States Department of Commerce, Economic Development Administration; and
- (23) property tax abatements granted under section 469.1813 to property that is subject to valuation under Minnesota Rules, chapter 8100.

Subd. 4. **Grantor.** "Grantor" means any state or local government agency with the authority to grant a business subsidy.

Subd. 5. **Local government agency.** "Local government agency" includes a statutory or home rule charter city, housing and redevelopment authority, town, county, port authority, economic development authority, community development agency, nonprofit entity created by a local government agency, or any other entity created by or authorized by a local government with authority to provide business subsidies.

Subd. 6. **Recipient.** "Recipient" means any for-profit or nonprofit business entity that receives a business subsidy. Only nonprofit entities with at least 100 full-time equivalent positions and with a ratio of highest to lowest paid employee, that exceeds ten to one, determined on the basis of full-time equivalent positions, are included in this definition.

Subd. 6a. **Residence.** "Residence" means the place where an individual has established a permanent home from which the individual has no present intention of moving.

Subd. 7. **State government agency.** "State government agency" means any state agency that has the authority to award business subsidies.

History: 1999 c 243 art 12 s 1; 2000 c 482 s 1; 2004 c 206 s 52; 1Sp2005 c 3 art 7 s 1; 2006 c 259 art 4 s 1; 2008 c 366 art 5 s 2



COUNTY OF CHISAGO

COUNTY ADMINISTRATOR

Chisago County Government Center
313 North Main Street Room 170
Center City, MN 55012-9663
Phone: 651-213-8830 Fax: 651-213-8876

CHISAGO COUNTY BOARD OF COMMISSIONERS NOTICE OF PUBLIC HEARING TO AMEND BUSINESS SUBSIDY POLICY AND CRITERIA

NOTICE IS HEREBY GIVEN, that the Chisago County Board of Commissioners will conduct a public hearing on the 1st day of June 2022 at 7:00 p.m. at the office located at 313 N. Main St., Center City, Minnesota to consider amendments to the Business Subsidy Policy and Criteria. The Business Subsidy Policy and Criteria with the proposed amendments are available for public inspection by contacting the Chisago County Administrator (651)213-8830. Such persons as desired to be heard with reference to the proposed Business Subsidy Policy and Criteria amendments may be heard at this public hearing.

Chase Burnham, Administrator
Chisago County

Chisago County Request for Board Action

Meeting Date: May 4, 2022	Item Number: 11
Title of Item for Consideration: Establishing Absentee Ballot Board	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: Minnesota Statutes 203B.121, Subd. 1, requires the County establish, by resolution or ordinance, an absentee ballot board to process absentee ballots. The ballot board will process ballots during the absentee voting period which begins 46 days prior to Election Day. Attachment(s): Draft Resolution	
Action Requested/Recommended: The County Board is respectfully requested to approve the attached resolution establishing the Absentee Ballot Board for the 2022 election cycle. The following motion is suggested: <i>“Move to adopt the resolution establishing the Absentee Ballot Board for 2022.”</i>	
Implications of Action: If the Absentee Ballot Board is not established, we will not be able to process absentee ballots as they are received and, if necessary because the ballot is rejected, have ample time to provide the voter with a replacement ballot. Budget/Financial Implications: Pay for the election judges has been budgeted in the 2022 budget. 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 _____

Chisago County Board of Commissioners

RESOLUTION NO. 22/0504- ESTABLISHING AN ABSENTEE BALLOT BOARD

WHEREAS, Chisago County is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board effective June 24, 2022; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in Chisago County; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots;

THEREFORE, BE IT RESOLVED THAT, the Chisago County Board of Commissioners hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task.

Chisago County Request for Board Action

Meeting Date: May 4, 2022	Item Number: 12
Title of Item for Consideration: Appointment of County Commissioners to Chisago County Election Canvassing Board	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: Pursuant to M.S. 204C.31 the County Canvassing Board is required for the August 9, 2022 Primary Election and the November 8, 2022 General Election. The Canvassing Board consists of the County Auditor-Treasurer, the Court Administrator, the mayor or town board chair of the most populous municipality and two members of the County Board not on the ballot. Due to redistricting, all Commissioners will be on the ballot this year so Statute indicates that the county auditor shall appoint an eligible voter of the county who is not a public official or candidate for public office to fill the vacancy. The Statute establishes that the county canvassing board must meet on the following dates: - State Primary – August 11 or 12, 2022 - General Election – November 11 through 18, 2022 It is recommended that the canvassing board for meet August 12 at 10 am for the State Primary and November 18 at 10 am for the General Election.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners set the Canvassing Board schedule. The following motion is suggested: <i>“Move to direct the County Auditor to appoint two eligible voters of the county to serve on the Chisago County Canvassing Board for the 2022 State Primary and General Elections pursuant to M.S. 204C.31, and to set August 12, 2022 and November 18, 2022 each at 10 a.m. as the County Canvassing Board Meetings for the 2022 Elections.”</i>	
Implications of Action: By approving the recommended motion, the County Auditor to appoint two eligible voters of the county to serve on the Chisago County Canvassing Board for the 2022 State Primary and General Elections pursuant to M.S. 204C.31, and to set August 12, 2022 and November 18, 2022 each at 10 a.m. as the County Canvassing Board Meetings for the 2022 Elections.	
Budget/Financial Implications: The request will have miniscule impact on the County budget if any.	
Legal/Policy Implications: This action meets all statutory requirements of M.S. 204C.31. The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	

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

Chisago County Request for Board Action

Meeting Date: May 4, 2022	Item Number: 13
Title of Item for Consideration: Tax/CAMA Software Direction	
Action Requested by: Bridgitte Konrad & Daryl Moeller	Department: Auditor-Treasurer & Assessor
Previous Action on this Matter: None.	
Background: At the March 9th, 2022 Budget and Finance meeting, information was presented on the necessity to change the County's tax software. The County current utilizes Aumentum Technologies for tax software and has a separate contract with Vision for CAMA software. Staff has been evaluating continuing with Aumentum and Vision or to convert to Tyler Technologies which has a complete tax and CAMA system under one software package. The County contract for tax software is through Minnesota Counties Computer Cooperative (MnCCC). Last week, MnCCC gave counties a deadline of May 4, 2022 to provide a formal commitment to continue with Aumentum. The County Auditor-Treasurer and County Assessor are recommending that we move forward with contracting with Tyler Technologies for tax and CAMA and that we notify MnCCC that we will not be upgrading with Aumentum and inform Vision that we will not be renewing the contract. Once a contract is signed with Tyler, we will be placed in the conversion queue. Depending on timing we may need to negotiate with our current vendors to do a short extension of our contracts if there is a gap. We request authorization to work with MnCCC on the contract with Tyler for tax and CAMA and the various options available. A formal contract and pricing will be brought back for formal approval at a later meeting.	
Action Requested/Recommended: The County Board is respectfully requested to authorize staff to proceed with contracts with Tyler Technologies. The following motion is suggested: <i>“Move to direct staff to work with MnCCC to bring back a contract for Tyler Technologies tax and CAMA software and to notify MnCCC that we will not be upgrading with Aumentum Technologies.”</i>	
Implications of Action: By issuing the direction, Chisago County will inform Aumentun and Vision that we will be proceeding with Tyler Technologies for Tax and CAMA software. Budget/Financial Implications: Funding for the software conversion can come from ARPA for Recorder's Compliance Fund. 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 _____

Chisago County Request For Board Action

Meeting Date: May 4, 2022	Item Number: 14
Title of Item for Consideration: Chisago Lakes Lake Improvement (LID) District Invasive Phragmites Roadside Treatment	
Action Requested by: Kurt Schneider Director	Department: Environmental Services/Zoning - on behalf of the LID
Previous Action on this Matter: In 2021, the Chisago County Board of Commissioners approved funding to treat roadside populations of Invasive Phragmites.	
Background: Invasive phragmites has been spreading throughout the LID. Invasive phragmites is a semi-aquatic, tall, aggressively growing perennial grass that can take over large areas of wetland and shoreline, push out native vegetation, and reduce habitat quality for wildlife. The LID plans to hire a contractor to treat roadside populations of Invasive Phragmites this coming September. On Monday, April 4, 2022, the LID Board passed a motion respectfully requesting that the County Board approve a total treatment expense of \$10,000. No direct County levy funds are requested. Attachment(s): • 2022 Minnesota Native Landscape Phragmites Treatment Quote • 2022 Minnesota Native Landscape Service Contract	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving 2022 Minnesota Native Landscape Service Contract for LID treatment for Invasive Phragmites. The suggested motion to approve this action is as follows: <i>“Move to Approve 2022 Minnesota Native Landscape Service Contract for LID treatment of Invasive Phragmites.</i>”	
Implications of Action: The requested Board action would authorize \$10,000 toward 2022 LID treatment of Invasive Phragmites. Budget/Financial Implications: The proposal is being brought before the County Board for consideration because the 2022 program in its entirety will exceed \$5,000. A 2022 budget adjustment request for \$5,000 was recently submitted to the County Board by the County Auditor’s office. The County Board approved the request. Use of LID reserve funds is consistent with the policy to maintain approximately 50% reserve carryover of the LID budget, according to recommendations of the State of Minnesota Office of the State Auditor “Fund Balances for Local Government – Office of the State Auditor Statement of Position. No county levy funds are requested. Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.	

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



Chisago Lakes Lake Improvement District
Roadside Populations of Invasive Phragmites

MNL will conduct an herbicide application for roadside populations of invasive Phragmites within the LID boundaries as mapped.

Item	Unit	Price
Mobilization	Person/Day	\$150
Treatment	Labor Hour	\$105
Aerial Drone Application*	Hour	\$600 + Herbicide
Drone Mobilization *	Day	\$700

MNL will charge a mobilization/administration fee for each person working per day. In addition to a daily mobilization charge, an hourly service rate will be charged for each labor hour locating and treating targeted weed species. MNL plans to utilize a full working day for each mobilization charge, i.e. 8+ hours. A typical day will be assessed around \$990.00 per crew member. This would include the mobilization charge and 8 hours of locating and treating the targeted weeds at the various sites.

*Time use is defined as the time from the initial drone take off until the drone lands after final application.

*Minimum mobilization/time use requirement for the drone is 2 hours.

Equipment:

MNL is fully equipped to conduct all ecological services described in this proposal. Below lists some of the standard equipment MNL owns and operates:

- Pickup Trucks
- Equipment Trailers
- Fire Engines
- Hydro Mulcher
- Hand Tools
- Weed Whips
- Brush Saws
- Chainsaws
- Tractors of All Sizes
- Flail Mowers
- Rotary Mowers
- Boom Sprayers
- Boomless Sprayers
- Drill Seeders
- Slit Seeders
- Tillers
- Forestry Mowers
- ATV's
- UTV's
- Spray Tanks
- Backpack Sprayers
- Backhoe
- Excavator
- Bulldozer
- Track Skid Loaders
- Skid Loaders
- Dump Trucks
- Wood Chipper
- Marsh Master
- Helicopter

Notes:

1. Any items placed or planted within treatment area(s) that are under 3' tall must be clearly marked or described to the management crew to avoid damage to said items or equipment. MNL cannot be liable for unseen, unmarked items within management area(s).
2. Quote does not include prevailing wage.
3. Proposal assumes access and parking for crew and equipment to all sites.
4. MNL cannot be liable for delays in project due to landowners or Chisago Lakes Lake Improvement District.
5. MNL does not warranty against acts of vandalism, severe drought, flooding or damages caused by wildlife.

SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Minnesota Native Landscapes, 8740 77th Street NE, Otsego, MN 55362, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County, through the Chisago Lakes Improvement District (LID) is in need of services to apply herbicide to roadside and non-roadside populations of invasive phragmites within the Lake Improvement District boundaries as mapped.

WHEREAS, the CONTRACTOR has submitted a proposal for the requested services and represents that it is qualified, duly licensed and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on May 4, 2022, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until October 10, 2022 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT DOCUMENTS AND MERGER.** This services contract consists of this Services Contract and CONTRACTOR'S Quote, dated March 2, 2022, which is attached hereto and incorporated herein as **Attachment A**. To the extent that terms of the Services Agreement conflict with the terms contained in **Attachment A**, the terms of the Services Contract shall prevail.
- III. **DUTIES and RESPONSIBILITIES OF COUNTY AND CONTRACTOR.**
 - A. The COUNTY shall perform those duties and responsibilities required of the COUNTY. COUNTY will obtain necessary permits and notify local units of government, along with adjacent landowners.
 - B. CONTRACTOR will conduct herbicide applications for roadside populations of invasive Phragmites within the LID boundaries s mapped. CONTRACTOR will follow University of Minnesota recommendations for fall herbicide invasive Phragmites control which includes:
 - a. Use glyphosate or imazapyr, alone or in combination.
 - b. Use an approved aquatic surfactant, i.e. those that are practically non-toxic or only slightly toxic to aquatic organisms. Vendors from this list sell approved aquatic surfactants:
https://files.dnr.state.mn.us/fish_wildlife/fisheries/apm/companies_selling_approved_aquatic_herbicides.pdf

- c. Treatment needs to take place between mid-August and prior to a killing frost, no later than October 10. Treatment after killing frost is not likely to be effective.
- d. Herbicide products formulated for use over water are required for treating Phragmites growing in standing water.
- e. Application of imazapyr (Habitat) to water can only be made by certified aquatic pest control applicators.
- f. Follow all label requirements.

IV. **CONSIDERATION AND TERMS OF PAYMENT.**

A. **Consideration.**

Compensation paid to CONTRACTOR for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this agreement shall not exceed Ten Thousand Dollars (\$10,000.00). All charges incurred in the performance of the agreement shall be itemized on the invoice of CONTRACTOR consistent with the per unit item price reflected on **Attachment A.**

B. **Terms of Payment.**

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work.

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

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

Name: Jerry Spetzman
 Administrator, Chisago Lakes Lake Improvement District
 Address: 313 North Main Street, Suite 240, Center City, MN 55012
 Telephone: (651) 213-8383
 E-Mail: Jerry.spetzman@chisagocountymn.gov
 Fax:

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

Name: Chris Hoye, Manager of Vegetation Management

Company: Minnesota Native Landscape Corp
Company: 8740 77th Street NE, Otsego, MN 55362
Telephone: (763) 295-0010
E-Mail: chris.hoye@mnllcorp.com
Fax:

VI. **CANCELLATION AND TERMINATION.**

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

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

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

IX. **INSURANCE.** During the performance of this contract, CONTRACTOR will maintain insurance with coverages and minimum limits as follows:

General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 each accident

The CONTRACTOR will name the County and Chisago Lakes Lake Improvement District as an additional insured on such coverages and place on file with the County certificates of insurance for coverages secured for purposes of this contract.

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

XI. **MINNESOTA STATUTE §181.59.**

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

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

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

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

- XV. **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.

- XVI. **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.
- XVII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVIII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

(Signatures found on Page 6)

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

APPROVED:

1. CONTRACTOR – Minnesota Native Landscape Corp.

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

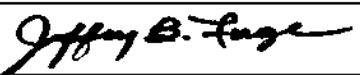
By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Title:
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: April 28, 2022

Chisago County Request for Board Action

Meeting Date: May 4, 2022	Item Number: 15
Title of Item for Consideration: North Center to North Lindstrom Channel Maintenance Aquatic Bog Vegetation Removal and Agreement	
Action Requested by: Kurt Schneider Director	Department: Environmental Services/Zoning - on behalf of the Chisago Lakes Lake Improvement District (CLLID)
Previous Action on this Matter: In 2020 and 2021, the Chisago County Board of Commissioners approved a Chisago Lakes Lake Improvement District (CLLID) channel maintenance project to remove bogs within a 30 foot wide path through the main channel area of the North Center to North Lindstrom Channel.	
Background: In 2018, Chisago County rebuilt the CSAH 20 bridge between North Center and North Lindstrom Lakes. This allowed, for the first time in decades, boats to navigate between North Center and North Lindstrom lakes during times of high water. In 2019 lake levels were at their highest point in the past 15 years. For the first half of the 2019 boating season boats were able to navigate between North Center and North Lindstrom Lakes. In the second half of the boating season, water levels were lower and cattail bogs floated into the channel areas restricting navigation. In 2020 and 2021, the CLLID sponsored projects removed bogs in the main channel route. The 2022 project is proposed to continue annual bog removal maintenance. The CLLID respectfully requests that the County Board approve an agreement with Lakes Aquatic Weed Removal to provide labor and equipment necessary to continue annual bog maintenance in the main channel area. The agreement will be contingent upon the LID North Center to North Lindstrom Channel Maintenance workgroup decision, during the open water season, to move forward with the project, if the work to remove the bog vegetation is needed. On April 5, 2022, the CLLID board unanimously approved a motion recommending that the County Board approve an agreement with Lakes Aquatic Weed Removal to carry out the channel project in an amount not to exceed \$16,908. No direct County levy funds are requested.	
Attachment(s): 2022 Agreement by and between Chisago County and Lakes Aquatic Weed Removal for the Chisago Lakes Lake Improvement District 2019 EOR Memo – North Center Lake/North Lindstrom Lake Channel Mapping 2022 Lakes Aquatic Weed Removal Quote	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the Agreement by and between Chisago County and Lakes Aquatic Weed Removal for the Chisago Lakes Lake Improvement District. The suggested motion to approve this action is as follows: <i>“Move to Approve the Agreement by and between Chisago County and Lakes Aquatic Weed Removal in support of the Chisago Lakes Lake Improvement District 2022 North Center to North Lindstrom Channel maintenance project as presented .”</i>	
Implications of Action: Recommended Board action would improve navigation in the North Center to North Lindstrom channel by removing aquatic bog vegetation.	

Budget/Financial Implications: The proposal is being brought before the County Board for consideration because the 2022 program in its entirety will exceed \$5,000. A 2022 budget adjustment request for \$16,908 was recently submitted to the County Board by the County Auditor's office. The County Board approved the request.

Use of CLLID reserve funds is consistent with the policy to maintain approximately 50% reserve carryover of the CLLID budget, according to recommendations of the State of Minnesota Office of the State Auditor "Fund Balances for Local Government – Office of the State Auditor Statement of Position. No county levy funds are requested.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.

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

AGREEMENT BY AND BETWEEN CHISAGO COUNTY AND LAKES AQUATIC WEED REMOVAL FOR THE CHISAGO LAKES LAKE IMPROVEMENT DISTRICT

County of Chisago, a body politic and corporate (hereinafter “the County”), and Lakes Aquatic Weed Removal (hereinafter “LAWR”), in exchange for mutual undertakings, do hereby agree to enter into this agreement and the following:

WHEREAS, the County has the authority, pursuant to Minn. Stat. 373.01, to enter into contracts to carry out the duties and obligations of the County; and,

WHEREAS, the Chisago Lakes Lake Improvement District (CLLID) is an organized lake improvement district, established by resolution of the Chisago County Board of Commissioners in April 1976 and reactivated by resolution of the Chisago County Board of Commissioner in August 1984 pursuant to Minnesota Statutes 103B.501 – 103B.581, and re-established by findings of fact, conclusions of law and order in September 2015.

WHEREAS, LAWR is a qualified firm, with expertise, appropriate licensures, and specialties in the area of aquatic weed removal.

WHEREAS, the capabilities of LAWR currently meets the needs of the CLLID.

NOW THEREFORE, the County and LAWR agree as follows:

1. **SCOPE OF WORK**: LAWR will provide aquatic weed removal services including, but is not limited to as follows:
 - a. LAWR will provide labor and equipment necessary to remove floating & submerged cattail vegetation in the channel between North Lindstrom and North Center Lakes, up to 30 feet wide.
 - b. LAWR will comply with all provisions of the MN DNR Aquatic Plant Management Permit number 2019-3387.
 - c. LAWR will follow the channel path designated in EOR Bog Removal memo dated October 11, 2019.
 - d. LAWR will coordinate with CLLID as to location of debris removal.
 - e. LAWR will fix with the best of their abilities and is responsible for any damage done to properties where the loading and unloading of debris will occur.
 - f. LAWR not leave any material left on shore on the ground overnight.
 - g. LAWR will transport and deposit vegetation to the final destination of the Chisago Lakes compost site.
 - h. LAWR will perform and complete all permitted aquatic weed removal activity within the permit period which expires on September 1, 2022.

LAWR understands that it will provide no work under this agreement until the CLLID North Center to North Lindstrom channel maintenance workgroup has decided that work is needed to remove the

vegetation from the channel and the County's authorized representative has notified LAWR to begin work.

2. **FEES AND COMPENSATION:** An invoice that details the work performed by LAWR shall be submitted to the County upon satisfactory completion of the project. Invoices will be itemized and total project cost will not exceed \$16,908. Payment shall be made promptly by County after presentation of validated invoice and acceptance of the service by the County's authorized representative.

3. **TERM OF AGREEMENT:** The agreement shall be effective on May 5, 2022 or upon the date that the final required signature of the parties is obtained by the County, whichever occurs later, and this agreement shall remain in effect until September 1, 2022.

4. **CANCELLATION AND TERMINATION:** This Agreement may be canceled by the County or LAWR at any time, with or without cause upon thirty (30) days written notice to the other party. In the event of such a cancellation, LAWR shall be entitled to payment, determined on a pro rate basis for work or services satisfactorily performed.

5. **INDEMNIFICATION:** Notwithstanding any other provisions to the contrary LAWR agrees to indemnify, defend and hold harmless the County, its officers, employees and agents for claims arising out of the activities of LAWR, its staff, employees, agents or assigns, related to the service provided under this agreement.

6. **INSURANCE REQUIREMENTS:** LAWR agrees that it will at all times during the term of the agreement keep in force insurance coverages of the kind and in the minimum amount as identified below. All such policies shall provide that they shall not be canceled, materially changed, or not renewed (expired) without thirty days *prior* notice thereof to the County.

General Liability at coverages of: \$500,000/claim; \$2,000,000/occurrence or aggregate;
Automobile Liability at coverages of: \$500,000/claim; \$2,000,000/occurrence or aggregate;
Workers' Compensation, as required by Minnesota law;

LAWR will name the County as an additional insured on such policies and LAWR will provide the County with a certificate of insurance for such coverage within 5 business days after signing this agreement.

7. **DATA PRIVACY:** All data collected, created, received, or used for any purposes in the course of LAWR's performance of this agreement is governed by Minn. Stat. 13.01, et seq., and/or any and all other applicable state and federal provisions. LAWR agrees to abide by these statutes, rules and regulations as in effect and as amended.

8. **RECORDS/AUDITS:** Pursuant to Minn. Stat. 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LAWR relevant to the Agreement are subject to examination by the County, and either the legislative auditor or the state auditor. LAWR agrees to maintain these records for a period of six (6) years from the date of the end of this agreement.

9. **NON-DISCRIMINATION:** During the performance of this agreement, the contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed to national origin, be excluded from full employment rights in

participation in, be denied the benefits or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

10. **COMPLIANCE WITH LAW:** The Contractor shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they relate to the performance of the provisions of this agreement.

11. **FIREARMS PROHIBITED:** Unless specifically required by the terms of this Agreement, no provider of services pursuant to this contract, including but not limited to employees or agents of the Contractor shall carry or possess a firearm on County premises or while acting on behalf of Chisago County pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the agreement; and, in addition to any other remedy available to the County under law or equity, violation of the provision is grounds for immediate suspension or termination of this agreement.

12. **INDEPENDENT CONTRACTOR:** Parties agree that LAWR is acting as an independent contractor under this agreement.

13. **SUBCONTRACTING AND ASSIGNMENT:** LAWR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, LAWR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

The undersigned attest that this AGREEMENT has been duly authorized, approved and executed.

COUNTY OF CHISAGO

LAKES AQUATIC WEED REMOVAL

BY: _____ / _____
Rick Greene, Chair, County Board Date

BY: _____ / _____
Name: _____ Date
Authority: _____

Attest: _____ / _____
Christina L. Vollrath, Clerk to the Board (Date)

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, CHISAGO COUNTY ATTORNEY

BY:  _____ APRIL 27, 2022
JEFFREY B. FUGE, ASSISTANT COUNTY ATTORNEY DATE

Project Name | North Center Lake/North Lindstrom Lake Channel Mapping Date | 10-11-2019

To / Contact info | Jerry Spetzman

Cc / Contact Info | CLLID Board of Managers

From / Contact info | Greg D. Graskie, P.E. & Rosie Russell

Regarding | Bog Removal

North Center Lake/North Lindstrom Lake Channel Mapping

On Tuesday, October 8, 2019, EOR staff accompanied Chisago County Lake Improvement District (CLLID) Administrator, Jerry Spetzman, to map the channel between North Center Lake and North Lindstrom Lake. The mapping began at the County Road 20 bridge crossing and continued north toward North Center Lake until the channel could no longer be navigated by boat. There were a number of floating bogs observed along the channel of which *Typha spp.* (cattail) was the primary vegetation in the northern part of the channel. *Nymphaea alba* (white water-lily) was the primary vegetation in the southern part of the channel, but did not hinder navigation. Vegetation was also assessed a month prior by EOR staff, which is included as an attachment to this memo. Navigation was obstructed in the final 1000-feet of channel, so a straight path was assumed (Figure 2).

The CLLID also previously surveyed the channel bottom in 2011 (Figure 1). Water levels at that time limited any sort of navigation. Water levels have since risen allowing navigation between North Center and North Lindstrom Lake in the spring and summer of 2019. Floating bogs have limited boat traffic between in the northern part of the channel between approximately stations 20+00 to 36+00. The CLLID is proposing to remove bogs from this section of the channel. No dredging would be allowed, and the proposed removal will be limited to a path up to 20-feet wide.

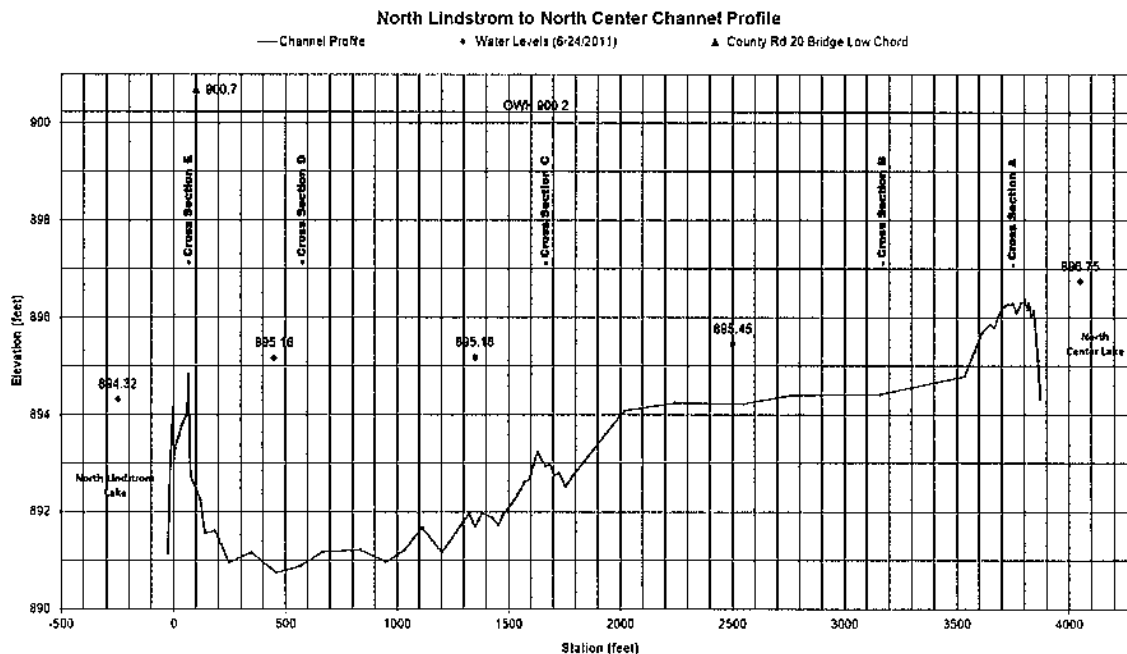
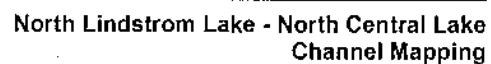


Figure 1. North Lindstrom Lake – North Central Lake Channel Profile (2011)



7030 6th St. North Oakdale, MN 55128 T/ 651.770.8448 F/ 651.770.2552 www.eprinc.com

Proposal for BID Chisago Lake Improvement District (2022)

LAKES AQUATIC WEED REMOVAL AGREEMENT TO PERFORM SERVICES

This agreement sets out the terms and conditions under which Lakes Aquatic Weed Removal, Po box 274, Orr, Minnesota 55771, hereinafter referred to as "LAWR" will provide certain services to Chisago Lake Improvement District. Hereinafter referred to as "CLID."

I. Services to be Performed

- A. Lakes Aquatic Weed Removal will provide labor and equipment necessary to remove floating & submerged Cattail vegetation based upon the variously colonizing acreage of the proposed channel area. LAWR will transport (1) Cookie Cutter to the proposed lake area. The cookie cutter with its specially designed blades will be used to chop up the cattail mats. LAWR will also transport (1) Aquarius Systems Large H-220 Aquatic Plant Harvester and other necessary equipment to an appropriate landing at the proposed lake area at a date and time agreed upon by both parties. LAWR will use the harvester to remove floating vegetation and invasive floating cattails from what the cookie cutter has chopped. Only associated within the contract agreed upon by LAWR and CLID.
- B. **Inclement Weather**, LAWR reserves the right to postpone scheduled work if inclement weather starts negatively affecting harvesting production.
- C. CLID will, to the best of their ability, designate and mark the area in a manner agreed to by both parties and provide LAWR with information

necessary to perform the services in the area intended to be cleared.
(stakes with flags)

II. Compensation

- A. In consideration of the services to be performed by LAWR, the client shall pay LAWR the sum calculated as set out below within 30 days after the vegetation has been removed as agreed upon by both parties.
- B. Compensation shall be calculated as follows:

1. Cutting, Collecting & Transporting vegetation to haul spot

\$9,658	Price for channel and small floating bogs	
\$2,000	Mobilization Cookie Cutter	
\$2,000	Mobilization Harvester	
\$3250	Removal and Hauling to compost	
		\$16,908
Total for channel maintenance & small bogs		

III. Insurance

- A. LAWR has acquired and will maintain commercial liability and motor vehicle insurance coverage for damages or injuries to persons and property arising from performance of the services.

IV. Permits/Vegetation

- A. Lakes Aquatic Weed Removal will use best practices to prevent the introduction of harmful plants or animals into the water system
- B. Clid will, at their own expense obtain any permits or approvals required by any governmental entity to perform the services and travel of trucks down any roads. Clid will provide to LAWR copies of any permits or approvals obtained. The Client will hold LAWR harmless from and defend against any claims of any person or entity arising from an allegation that a permit was required but not obtained.

I. Spill Control

- A. LAWR will have a spill control kit on site during the entire project. Re-fueling activities shall not purposefully result in fuel spillage into any waterway or on land. In the event of a hazardous material spill, LAWR shall use the spill kit available or call the proper authorities if it can not be contained, immediately followed by a call to the Project Manager.
- B. The Mechanical Harvester uses a ECO Friendly biodegradable hydraulic fluid in its reservoir and hydraulic lines. We take pride in keeping our equipment in great shape while keeping harmful chemicals out of the waterways. The only harmful fluids that are used in the harvester is diesel fuel and grease.

II. Disclaimer of Warranty

- A. LAWR does not warrant or represent that the removal of vegetation from the specified area will be permanent. The Client understands and agrees that the removal of the existing vegetation may result in growth of other

vegetation, including undesirable and/or invasive species, and LAWR has no control over future variability in vegetation species and growth patterns.

III. Removal of Weeds

- A. Weeds will be dumped on shore and removed with skid steer and grapple or conveyor trailer and removed with trailers or dump truck, to the city compost site.

Chisago County Request For Board Action

Meeting Date: May 18, 2022	Item Number: 16
Title of Item for Consideration: State of Minnesota – Minnesota Department of Agriculture Cooperative Agreement for Waste Pesticide Collection	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services
Previous Action on this Matter: This is a replacement / renewal contract with the State of Minnesota (Department of Agriculture - MDA) and Chisago County for waste pesticide management and reimbursement for reasonable cost of administration and overhead. The last version of this contract was signed by the Board on August 19, 2015.	
Background: Since the 1990's the MDA has had agreements with MN Counties to collect both agricultural and residential type waste pesticides. The disposal costs are paid for directly by MDA through a product stewardship model, where the pesticide manufacturers fund the program. As well as paying the disposal costs for pesticides collected at and shipped from the Household Hazardous Waste Facility, the MDA also pays counties a Reasonable-Cost-For-Overhead, which pays for administration, labor and floorspace. With this new agreement, this payment to the County is going up from .25 cents per pound to .50 cents per pound. Last year (2021) Chisago County was paid \$2665 for overhead to manage pesticides that came into the HHWF.	
Attachment(s): • State of Minnesota – Minnesota Department of Agriculture Cooperative Agreement for Waste Pesticide Collection	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the State of Minnesota – Minnesota Department of Agriculture Cooperative Agreement for Waste Pesticide Collection. The suggested motion is as follows: <i>“Move to approve the State of Minnesota – Minnesota Department of Agriculture Cooperative Agreement for Waste Pesticide Collection.”</i>	
Implications of Action: Approval of this Agreement will allow the County to continue to offer collection of both residential and agricultural waste pesticides, while also increasing the dollar amount received by the County from the MDA for administration and overhead of this program.	
Budget/Financial Implications: Signing this contract will allow the MDA to continue to pay for Chisago County waste pesticide disposal, which in 2021 amounted to \$12,957, while also doubling the reimbursement for administration and overhead of the program – which amounted to \$2665 in 2021.	
Legal/Policy Implications: The County Attorney's office has reviewed and approved the contract as to form. Per Minnesota State Statute 18B.065, the MDA is required to set up a waste pesticide collection program and authorized to work with counties such as Chisago to accomplish this.	

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

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF AGRICULTURE
COOPERATIVE AGREEMENT FOR WASTE PESTICIDE COLLECTION**

The following definitions apply to this agreement:

- **Program** – Contractual alliance of any number of counties that share administrative advantages by establishing a service area for the sole purpose of waste pesticide collection activities.
- **Regional Sponsor or Sponsoring organization** - The lead county or governmental unit of a Regional Program that has a contract with the State to operate a Program.
- **Co-Sponsoring Counties or Organization** - A County or other governmental unit located partially or completely within the Service Area or Regional Program that has signed an agreement for participation in the Program.
- **Regional Program** -The Program or services provided by two or more counties acting jointly to manage a Program.

Under Minnesota Statute 18B.065, the State is empowered to enter into this agreement between the Minnesota Department of Agriculture (MDA also State), Pesticide & Fertilizer Management Division, Waste Pesticide Collection Program and:

Chisago (hereinafter "Governmental Unit")

If the Governmental Unit is a Regional Sponsor or Sponsoring Unit, please list the cosponsoring counties or organizations:

Isanti

The Minnesota Pesticide Control Law states:

- The commissioner must enter into contracts with counties or designate a place that is available at least every other year for persons to dispose of unused portions of nonagricultural pesticides.
- The commissioner must enter into contracts with counties or designate a place that is available at least every other year for persons to dispose of unused portions of agricultural pesticides.
- The commissioner may enter into cooperative agreements with state agencies and local units of government for administration of the waste pesticide collection program.

1. Term of Agreement:

1.1 Effective date: **July 1, 2022**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, **Any previous Minnesota Department of Agriculture Cooperative Agreement for Waste Pesticide Collection is null and void.**

1.2 Expiration Date: **June 30, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

CHECK APPROPRIATE BOX(S) UNDER # 2 THROUGH # 5 BELOW

✓ 2. Governmental Unit agrees to collect NONAGRICULTURAL waste pesticides.

A "nonagricultural pesticide" does not bear labeling that meets the federal worker protection agricultural use requirements established in Code of Federal Regulations, title 40, parts 156 and 170.

If box #2 above is checked, the Governmental Unit agrees to:

2.1 Accept, package and store nonagricultural waste pesticide until shipment.

2.2 Arrange shipment with contractor operating under the Minnesota Hazardous Waste Management Contract H-69(5), or successive similar state contracts.

3. Governmental Unit does NOT agree to collect NONAGRICULTURAL waste pesticide.

✓ 4. Governmental Unit agrees to collect AGRICULTURAL waste pesticide.

An "agricultural pesticide" means a pesticide that bears labeling that meets federal worker protection agricultural use requirements established in Code of Federal Regulations, title 40, parts 156 and 170.

If box #4 above is checked, the Governmental Unit agrees to:

4.1 Accept, package and store agricultural waste pesticide until shipment.

4.2 Record weights, either actual or estimated, in pounds (including the weight of the product container) on a form provided by MDA.

4.3 Arrange shipment and provide records, as required above, by scanning to MDA or to contractor operating under the Minnesota Hazardous Waste Management Contract H-69(5).

4.4 Include MDA logo in all advertising for waste pesticide collections.

5. Governmental Unit does NOT agree to collect AGRICULTURAL waste pesticide.

6. The MDA will provide to Governmental Unit that check(s) box # 2 and/or # 4, above:

6.1 Payment of costs incurred, including supplies, transportation, disposal, and advertising.

6.2 Payment of Reasonable Overhead Costs @ \$0.50 per pound of collected waste pesticide.

6.3 Materials approved and useable for advertising.

7. Payment:

7.1 Hazardous Waste Contractor(s) invoices MDA directly for costs of disposal, supplies, and transportation. MDA will pay the invoice directly to Hazardous Waste Contractor(s).

7.2 Governmental unit will submit receipts for reasonable costs incurred, including supplies, transportation, disposal, and advertising.

7.3 MDA's Authorized Representative will review and approve the Governmental Unit's submitted receipts for reasonable costs incurred per 6.1 above. MDA will determine the reasonable overhead cost compensation per 6.2 above. MDA will pay the Government Unit for the reimbursable costs incurred and the reasonable overhead cost (ROC) twice each state fiscal year.

8. MDA shall provide payment from the Waste Pesticide Cooperative Agreement Account to state contractors and government units for the collection and disposal of waste pesticides.

9. Authorized Representatives

The MDA's Authorized Representative is:

Jane Boerboom, Facility Management Unit Supervisor
Pesticide & Fertilizer Management Division
Minnesota Department of Agriculture
625 North Robert Street, St. Paul, MN 55155
Phone: 651-201-6540; Email: jane.boerboom@state.mn.us

The Governmental Unit's Authorized Representative is: [Name, Title, Address, Phone & Email] (Please Print)

Lisa Thibodeau, Chisago County Solid Waste Administrator

39649 Grand Ave., North Branch MN 55056

lisa.thibodeau@chisagocountymn.gov, (651) 213-8923

10. Assignment, Amendments, Waiver, and Agreement Complete

- 10.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the MDA and a fully executed Assignment Agreement, executed, and approved by the authorized parties or their successors.
- 10.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 10.3 Waiver. If the MDA fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 10.4 Agreement Complete. This agreement contains all negotiations and agreements between the MDA and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

11. Liability

It is the intent of the parties that any liability which may arise as a result of activities contemplated by this Agreement be governed according to the following provisions:

11.1 Liability to third persons:

The parties intend that any claims or causes of action by third persons are subject to the limitations upon liability provided by law. Further, nothing in this Agreement is intended to create a cause of action with respect to any third person, except for rights granted to Co-Sponsoring Counties as third-party beneficiaries of this Section 11.

11.2 State Indemnification:

The parties acknowledge and agree that the Governmental Unit and any Co-Sponsoring Counties are indemnified by the State as provided for in Minn. Stat. § 18B.065, subdivision 10. In the event that Minn. Stat. § 18B.065, subdivision 10, is inapplicable to a specific situation, then the State and the Governmental Unit agree to be responsible for their own acts and omissions subject to the provisions, limitations, and exclusions of their respective Tort Claims Acts - Minn. Stat. § 3.736 for the State and Minn. Stat. ch. 466 for the municipality.

11.3 No Waiver:

Nothing in this agreement is intended to waive or limit the provisions of the Tort Claims Acts, Minn. Stat. §3.736, or Minn. Stat. ch. 466, or any other law, legislative or judicial, which limits governmental liability.

12. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the MDA, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this agreement.

13. Government Data Practices

The Governmental Unit and MDA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the MDA under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify and consult with the MDA's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

14. Venue

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

15. Termination

15.1 Termination

The MDA or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

15.2 Termination for Insufficient Funding

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

16. E-Verify Certification (in accordance with Minn. Stat. § 16C.075)

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

17. Vaccination/Testing Requirements

- 17.1 Applicability. This section applies to Governmental Unit'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").
- 17.2 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.
- 17.3 Compliance. Governmental Unit's is responsible for the following:
 - 17.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;
 - 17.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
 - 17.3.3 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
 - 17.3.4 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 17.2 Requirements, above.
- 17.3 Reporting. Upon request, Governmental Unit shall provide the State with documentation demonstrating compliance with these requirements. Governmental Unit shall maintain documentation for a minimum of thirty (30) days past the end date of the agreement.

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1. STATE ENCUMBRANCE VERIFICATION

Print Name: _____

Signed: _____

Title: _____

Date: _____

PO No: Funds are available at the start of State Fiscal Year.
Per the Admin Policy 21-01 exception, funds will
Be encumbered as soon as possible after the start
of state fiscal year but no later than 07/31.

2. GOVERNMENTAL UNIT

Print Name: Richard (Rick) Greene

Signed: _____

Title: Chisago County Commissioner

Date: _____

3. STATE AGENCY

(with delegated authority)

Print Name: _____

Signed: _____

Title: _____

4. COMMISSIONER OF ADMINISTRATION

(with delegated authority)

Print Name: _____

Signed: _____

Title: _____

Date: _____

Chisago County Request For Board Action

Meeting Date: May 4, 2022	Item Number: 17
Title of Item for Consideration: HHW Facility Professional/Technical Services Contract between Chisago County and TKDA, Inc.	
Action Requested by: Kurt Schneider, ES Director	Department: Environmental Services
Previous Action on this Matter: The County Board authorized the submittal of a Greater MN Recycling Grant to the Minnesota Pollution Control Agency (MPCA) in the spring of 2021 to build a Recycling Yard in the rear of the HHW Facility in North Branch. Grant pursuits were a success and the County received a \$189,073 grant award and approved a corresponding local match of \$62,492 in support of the estimated \$251,566 project. The corresponding Greater MN Recycling Grant award agreement was approved by the County Board on June 16, 2021.	
Background: The Professional/Technical Services Agreement presented to the Board authorizes the hire of TKDA (<i>engineering, architecture & planning firm</i>) to complete site development plan and bid documents facilitating the construction of grant funded HHW Recycling Yard drop-off facility improvements (<i>see attached site layout</i>). The HHW Facility is 23 years old and in need of upgrade investment inside and out. In December of 2017, the Environmental Services Dept. was prompted by the county Facilities Dept. to look at bigger issues at the HHW; on 8/1/2018 the County Board authorized the hire of TKDA to evaluate HHW operations and create Pre-Design Site and Building Improvements Plan. The Pre-Design Plans were completed in 2019 and includes four phases, one of which is to maximize the existing site by building a secure public recycling drop-off yard to the rear of the HHW Facility. The TKDA Pre-Design Site Plan has been enlisted to seek Capital Assistance Program (CAP) Grant funding from the Minnesota State Legislature. Though not yet successful in CAP Grant pursuits, the MPCA also urged the County apply for a Greater MN Recycling Grant for the recycling drop-off portion of the development plan. In the spring of 2021, the County was notified that it received the MPCA Grant to build the Recycling Yard site development phase of the plan. A contract award agreement was executed on June 16, 2021. Two quotes have been sought for contractor bid package and construction plan services for the HHW Recycling Yard site development improvements. Foth Engineering and Consulting firm responded with a quote of \$54,000; TKDA engineering, architecture & planning firm responded with a quote of \$27,900. County ESD Solid Waste staff requests Board authorization of the attached Professional and Technical Services Contract with TKDA to proceed.	
Attachment(s): • HHW Recycling Yard drop-off facility site plan • TKDA Proposal HHW Facility 2021-12-21 Agreement Attachment • Professional/Technical Services contract Between County of Chisago and Toltz, King, Duvall, Anderson and Associates, Inc.	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services contract Between County of Chisago and Toltz, King, Duvall, Anderson and Associates, Inc. The suggested motion is as follows:

“Move to approve the Professional/Technical Services contract Between Chisago County and Toltz, King, Duvall, Anderson and Associates, Inc. for HHW Recycling Yard Site and Facility Improvement Plan, Bid, and Construction Services.”

Implications of Action: Approval of this Agreement will allow the County to move forward in acquiring plans and bid documents that will allow for the solicitation of contractors to build the Recycling Yard at the HHWF, in order to satisfy the MPCA Grant Agreement, and start offering residential recycling drop off for county residents.

Budget/Financial Implications: The TKDA cost of \$27,900 is budgeted in the Grant and is reimbursable with Grant funds. This project work is accounted for in the 14-392 HHW Budget.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. The County Attorney’s office has reviewed and approved the attached contract and Attachments as to form.

Administrator’s Recommendation

Approve _____

Deny _____

Other _____

Motion By: _____

Seconded by: _____

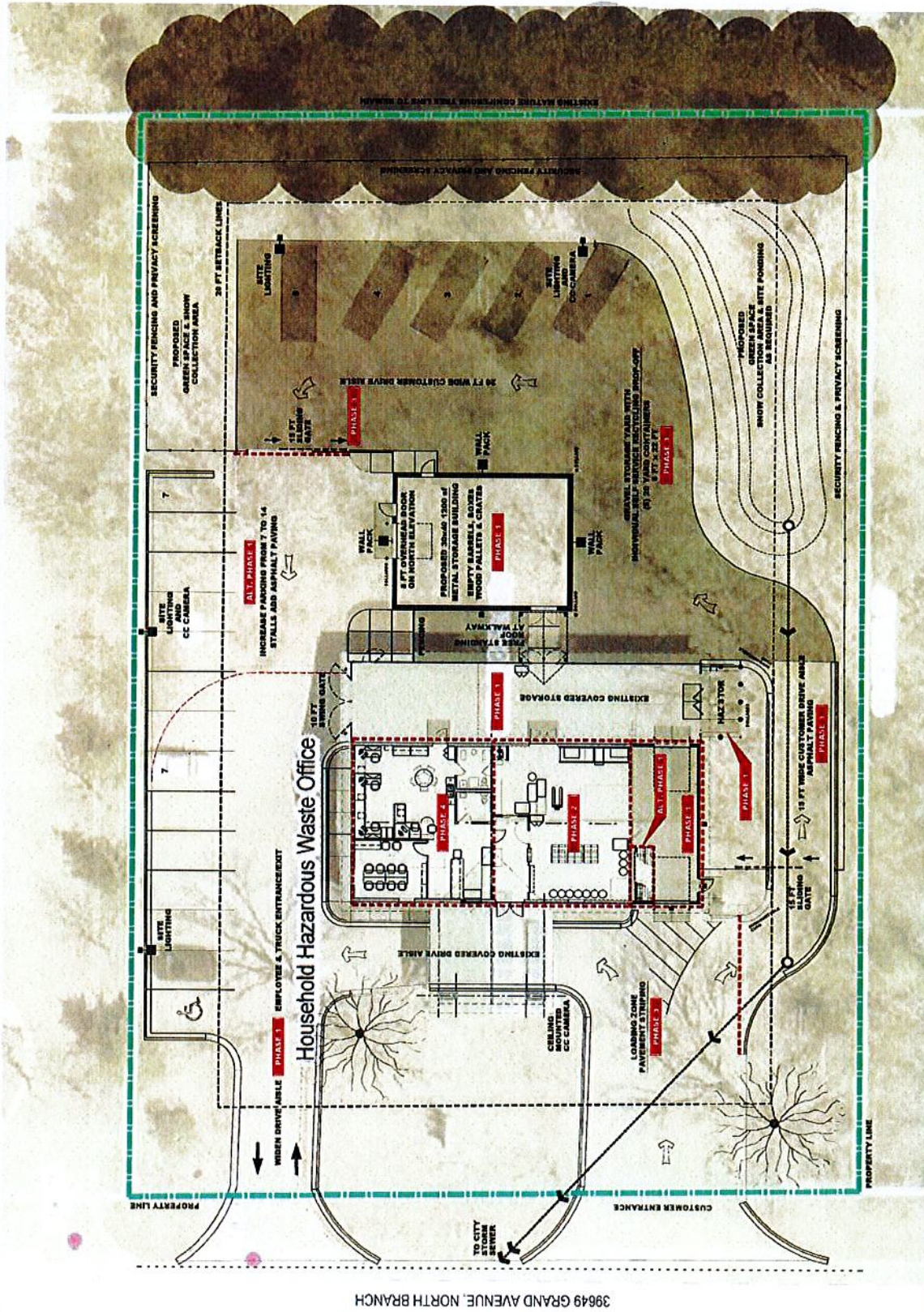
To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____



39649 GRAND AVENUE, NORTH BRANCH

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT
BETWEEN
COUNTY OF CHISAGO
and
TOLTZ, KING, DUVAL, ANDERSON AND ASSOCIATES, INCORPORATED**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, 313 North Main, Center City, MN 55102, hereinafter "County", and Toltz, King, Duvall, Anderson and Associates, Incorporated, 444 Cedar Street, Suite 1500, UBS Plaza, Saint Paul, MN 55101, an independent contractor, not an employee of the County of Chisago, hereinafter "CONTRACTOR".

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

WHEREAS, County is in need of design engineering services to implement site improvements at the connection with the Household Hazardous Waste (HHW) Facility; and,

WHEREAS, the CONTRACTOR has provided the County with a proposal for design engineering services in which it represents that it is duly qualified and willing to perform the services set forth in this Contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on April 21, 2022 or upon the date that the final required signature is obtained by County, whichever occurs later, and shall remain in effect until May 31, 2023 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. **TERMS AND CONDITIONS.** The terms and conditions of this Contract shall consist of those terms and conditions contained in this Contract and those found in CONTRACTOR's Proposal for Engineering Services dated December 21, 2021 and General Provisions for Engineer- Architect Agreement. CONTRACTOR's Proposal for Engineering Services dated December 21, 2021 and General Provisions for Engineer- Architect Agreement, is attached hereto as **Exhibit A** and incorporated in this Contract. To the extent that the terms and conditions of the Contract conflict with the terms set forth in **Exhibit A**, the terms and conditions of this Contract shall prevail. Similarly, the terms and conditions found in **Exhibit A** shall not be interpreted or construed in a manner to supersede, abrogate or nullify the terms and conditions of this Contract.
- III. **CONTRACTOR'S DUTIES.** The CONTRACTOR shall perform those duties and deliver those services required of CONTRACTOR as set forth in this Contract and as further described in **Exhibit A**.
- IV. **COUNTY'S DUTIES.** The County shall perform those duties and responsibilities required of the County as set forth in this Contract and those identified as "CLIENT RESPONSIBILITIES" as described in **Exhibit A** and Article 8 of the General Provisions for Engineer- Architect Agreement, as attached to and incorporated in **Exhibit A**.

V. **CONSIDERATION AND TERMS OF PAYMENT.**

- A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this Contract shall not exceed (TWENTY-SEVEN THOUSAND, NINE HUNDRED DOLLARS (\$27,000.00)), as provided in **Exhibit A**. Such contract sum shall be allocated across the array of services provided by CONTRACTOR consistent with Article VI. COMPENSATION of **Exhibit A**.
- B. Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work. Payment shall be made within 35 days of receipt of the invoice.

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

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

Name: Lisa Thibodeau
Address: 39649 Grand Ave., North Branch, MN 55056
Telephone: (651) 213-8923
E-Mail: lisa.thibodeau@chisagocountymn.gov
Fax: (651) 243-5286

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

Name: Kraig E. Klung
Address: 444 Cedar Street, Suite 1500, UBS Plaza, Saint Paul, MN 55101
Telephone: 651.247.9142
E-Mail: kraig.klund@tkda.com
Fax: 651.292.0083

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

VIII. **ASSIGNMENT AND SUBCONTRACTING.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Agreement. XVII. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

IX. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR, but only to the extent such claims or causes of action are caused by the negligent acts, errors, and omissions of the CONTRACTOR or any entity for which the CONTRACTOR is legally liable. This Section IX 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. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

X. **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. Any claims that may arise under the Minnesota Workers' Compensation Act by or on behalf of CONTRACTOR's employees or agents 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:

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

- C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this Contract. CONTRACTOR's professional liability policy, or a substantially similar policy covering the errors and omissions of the professionals working under this Contract, shall remain in effect for six (6) year following the completion of the work.
 - D. CONTRACTOR shall name the County as an additional insured on its commercial general liability policy and at the time of signing this Agreement CONTRACTOR shall provide the County with a certificate of insurance as evidence of the kinds and amounts of coverages required under this Agreement.
- XI. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.
- XII. **MINNESOTA STATUTE §181.59.** The CONTRACTOR will comply with the provisions of Minnesota Statute §181.59 which require:

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

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

XIV. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

Upon payment of all undisputed amounts under this Agreement, 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. Similarly, County acknowledges that the MATERIALS are instruments of CONTRACTOR's professional services, intended for a specific purpose or project. Reuse or modification of any such MATERIALS by or on behalf of County, without CONTRACTOR's written permission, shall be at County's sole risk.

- B. The CONTRACTOR represents and warrants that MATERIALS produced by CONTRACTOR 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, when used as specified in the MATERIALS. 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 of a breach of this Section XIV.B. The CONTRACTOR

shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

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

- XV. **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.
- XVI. **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.
- XVII. **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.
- XVIII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XIX. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

(Signatures of the parties 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: TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED**, the 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:
Name and Title:
Date:

2. **COUNTY OF CHISAGO:
APPROVED**

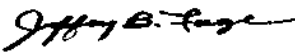
Signed:
Rick Greene, Chair, County Board
Date:

Certified:

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

Reviewed as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: 
Jeffrey B. Fuge, Assistant County Attorney
Date: April 19, 2022

As follow:

Exhibit A: TKDA Letter of Proposal dated December 21, 2021

Exhibit B: TKDA 2022 Rate Schedule

Exhibits C: TKDA Insurance Documents



**Exhibit A
County of Chisago/TKDA
Professional Services Agreement
HHW Facility Site Improvements**

December 21, 2021

Submitted via email: Kurt.Schneider@chisagocountymn.gov

Mr. Kurt Schneider
Environmental Services Director
Chisago County
313 North Main Street
Center City, Minnesota 55012

Re: Proposal for Engineering Services
HHW Facility Site Improvements
North Branch, Minnesota

Dear Mr. Schneider:

In response to your Request for Proposal TKDA is pleased to submit this Proposal to provide Engineering Services in connection with the Household Hazardous Waste (HHW) Facility Site Improvements located in North Branch, Minnesota, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "General Provisions of Engineer-Architect Agreement" dated Month 2009. Hereinafter, Chisago County is referred to as the OWNER.

I. PROJECT DESCRIPTION

The OWNER is requesting that TKDA provide design engineering services to implement site improvements at their Household Hazardous Waste (HHW) Facility in North Branch, Minnesota. These site improvements were identified in TKDA's *Pre-Design Report, Renovation of the Household Hazardous Waste Facility, North Branch MN*, TKDA Project No. 0015459.015 dated April 26, 2019. The improvements the OWNER wishes to address with this Project generally correspond to *Phase 3 – Gravel Yard Expansion – Full Site Buildout in the Pre-Design Report*.

The site improvements to be included in the Project are as follows:

- Access Drive around the south side of the HWW.
- Gravel lot to the east of the facility.
- Pond or other stormwater BMP to address stormwater management requirements.
- Perimeter security fence and motorized slide gates.
- Site lighting and security cameras.

In discussions with Mr. Kurt Schneider, it is believed that there is no existing, up to date topographic survey of the site available for use in the design of this Project. It is determined an accurate topographic survey is a necessary component of the site design process.

II. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following services:

A. TOPOGRAPHIC SURVEY

1. Provide project management and administration for TKDA personnel.
2. Complete a Gopher State One Call utility locate.
3. Conduct a topographic survey of the site including ground elevations, observable built site elements, marked underground utilities (from Gopher One) and observable surface utilities.

4. This topographic survey does not include a boundary survey. However, TKDA will incorporate property lines and other boundary lines available from the OWNER or other public sources.

B. CONSTRUCTION DOCUMENTS

1. Project management and administration of the TKDA team.
2. Attend a kickoff meeting with the OWNER to review the Project objectives and schedule.
3. Conduct one (1) site visit to examine existing conditions.
4. Prepare civil and electrical engineering plans and specifications for bidding including the following plans:
 - a. Site Demolition Plan.
 - b. Grading and Drainage Plan.
 - c. Erosion Control Plan.
 - d. Site Layout Plan.
 - e. Site Electrical/Lighting and Security Plan.
 - f. Site Civil, Lighting Details and Schedules.
5. Submit plans for the OWNER to review and conduct two (2) design review meetings with OWNER to review 65% and 95% plans. Incorporate OWNER comments into the final design.
6. Prepare a construction Cost Estimate at the 65% completion stage.
7. Submit plans to the City of North Branch for their review of the Project.

C. BIDDING PHASE

1. One (1) TKDA staff members will attend a pre-bid meeting in person or on Microsoft Teams.
2. Upload bid documents to bidding service website such as Quest CDN.
3. Prepare one (1) Addendum with Bidder questions.
4. Review bids and provide a letter of recommendation for award.

D. CONSTRUCTION PHASE

1. The bidding and construction phase services are anticipated to occur in 2022 and expected to take up to eight (8) weeks. Construction Administration Services are limited to 46 total labor hours. Any hours over this limit are considered further Additional Services and will require authorization from the OWNER.
2. Project management and administration of the TKDA team.
3. One (1) TKDA staff member will attend a virtual preconstruction meeting.
4. One (1) TKDA staff member will attend regular on-line construction progress meetings four (4) 1-hour meetings are assumed).
5. Review required Project submittals, shop drawings, and product data.
6. Review and respond to Contractor Requests for Information.
7. Review Contractor Change Orders.
8. One (1) TKDA staff member will make up to two (2) site visits during construction.
9. Document construction testing.
10. One (1) TKDA staff member will complete a site visit and punch list at substantial completion.
11. Prepare record model/drawings based upon contractor's marked-up drawing set.

III. ADDITIONAL SERVICES

If authorized in writing by OWNER, TKDA will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Rate basis per our Master Contract, and such billings shall be over and above any maximum amounts set forth herein.



- A. Any Additional Services beyond those listed under SECTION II of this Proposal.
- B. Attendance at additional meetings or site visits requested by the OWNER in excess of those outlined in SECTION II.
- C. Permitting and plan review fees.
- D. Site design requiring the services of a Landscape Architect.
- E. Geotechnical investigation and recommendations.

IV. CLIENT RESPONSIBILITIES

These responsibilities shall be as set forth in Article 8 of the General Provisions and as further described or clarified herein below:

- A. Designate one (1) individual to act as a representative with respect to the work to be performed. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project. We understand that this individual will be Mr. Kurt Schneider.
- B. Provide TKDA with all hard copy and electronic record documents available required to perform services listed in SECTION II.
- C. Provide TKDA will access to the site as required to perform the services listed under SECTION II.
- D. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that the Project schedule can be maintained.

V. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of an executed Purchase Order and to complete SECTION II.A and B design services within 120 days thereafter. SECTION II.C & D Services will be completed in conjunction with the construction schedule.

VI. COMPENSATION

Compensation to TKDA for services provided as described herein shall be on an Hourly Time and Materials basis for the not-to-exceed amount of \$27,900 plus reimbursable expenses. Payment shall be made in accordance with Article 3 of the attached General Provisions.

<i>Items</i>	<i>Description</i>	<i>Cost</i>
1	Topographic Survey	\$2,500
2	Construction Documents	\$16,800
3	Bidding Services	\$2,500
4	Construction Administration	\$6,100
TOTAL=		\$27,900

The level of effort required to accomplish SECTION II services can be affected by factors beyond our control. Therefore, if it appears at any time charges for services rendered under SECTION II will exceed the above, TKDA agrees we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you additional funds are available and our work can proceed.



VII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree that this letter and attachments constitute a contract between us upon its signature by an authorized official of Chisago County and return of a signed original to us. This Proposal will be open for acceptance for 60 days, unless the provisions herein are changed by us in writing prior to that time.

Please contact Kraig Klund directly at 651.247.9142 or kraig.klund@tkda.com if you should have any questions.

We appreciate the opportunity to serve you on your Project.

Sincerely,



Kraig E. Klund, PE
Project Manager



Peter "Rusty" Steitz, PE
Vice President, Facilities Engineering

c: C. Brett Morse – TKDA

Attachment: General Provisions

ACCEPTED FOR CHISAGO COUNTY

By: _____
(Signature) Printed Name/Title Date

CLIENT DESIGNATED REPRESENTATIVE:

Name/Title Phone Email

KEK:PRS:slp:ayo



TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files

will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute of or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims,

damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under this Agreement.

ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TKDA and anyone for whom TKDA may be legally liable, for claims by CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.

Chisago County Request for Board Action

Meeting Date: May 4, 2022	Item Number: 18
Title of Item for Consideration: Pictometry Aerial Imagery – 3 Inch Upgrade Amendment	
Action Requested by: Daryl Moeller, County Assessor	Department: Assessor's Office
Previous Action on this Matter: Chisago County has previously entered into specific agreements with Pictometry for overflight and production of high-quality aerial imagery used for County Assessing, GIS, and other related applications. - In August 2015, Pictometry entered into a Master Products Agreement with MCCC for the same services, establishing a pre-set and approved Agreement and cost for services. - In June 2018, the County approved a contract with Pictometry for Aerial imagery for 2018-2022.	
Background: There is a need for periodic Aerial Photography to assist in Assessments and other GIS applications for the County and Public use. "Pictometry" is an enhanced aerial imagery at a relative low cost. The County's last overflight was in 2019; with three-year overflight increments highly recommended. Use of aerial imagery facilitates more efficient and productive appraisal applications in the Assessors' office which other or dated imagery cannot provide, saving significant staff time and effort. Other uses include public safety, planning & zoning, recording/auditing, and highway & public works. The 2022 aerial imagery was scheduled to be less quality and less value than the 2019 aerials. The amended contract gives us higher quality aerials at a better value than the 2019 aerials. This will give all departments and citizens of the Chisago County a better experience when using the GIS mapping service. This is upgrade will be purchased at almost a 95% discounted value. Previously, the County utilized some Recorder Technology Funds to pay for Pictometry services. It is anticipated that such funds will continue to be utilized in 2022. Attachment(s): - MCCC Master Products Agreement Order Form - Amended Contract between Pictometry, MCCC and Chisago County	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the amended contract with Pictometry. The following motion is suggested; <i>"Move to approve the amended contract with Pictometry"</i>	
Implications of Action: If approved, the Assessor's Office and other County Office's will have access to high quality visual imagery, saving significant staff time and resources. Budget/Financial Implications: The cost is recommended to be paid from the Recorders Technology Fund, as in the past. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	

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

**AMENDMENT NO. 1 TO ORDER FORM DATED JULY 14, 2021 BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
MINNESOTA COUNTIES COMPUTER COOPERATIVE ("MCCC") AND CHISAGO COUNTY,
MN ("PARTICIPATING USER")**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry, MCCC, and Participating User and supplements and modifies the terms of the Order Form dated July 14, 2021 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Participating User or MCCC in connection with this Amendment is issued solely for Participating User's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail. This order form ("Order Form") is entered into pursuant to the Master Products Agreement between Pictometry and MCCC dated August 3, 2015 ("Master Products Agreement").
2. MODIFICATIONS TO AGREEMENT:
 - a. The products of the First Project set forth in Section A of the Agreement shall be modified as set forth in Section A of this Amendment.
 - b. All other terms and conditions set forth in the Agreement shall remain in full force and effect.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

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

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

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

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

[Signature page follows]

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

PARTIES:

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

SECTION A**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

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

ORDER #

C29446820

BILL TO

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

SHIP TO

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

CUSTOMER ID

A127330

SALES REP

DLars

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
474	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 190.00 (52.5%)	\$ 90,060.00
-474	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 160.00		-\$ 75,840.00
SUBTOTAL - THIS AMENDMENT					\$14,220.00

Thank you for choosing Pictometry as your service provider.

**TOTAL - THIS
AMENDMENT**

\$ 14,220.00

¹Amount per product = ((1-Discount %) * Qty * List Price)**STANDARD ORTHO MOSAIC PRODUCTS**

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

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;

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

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

FEES; PAYMENT TERMS

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

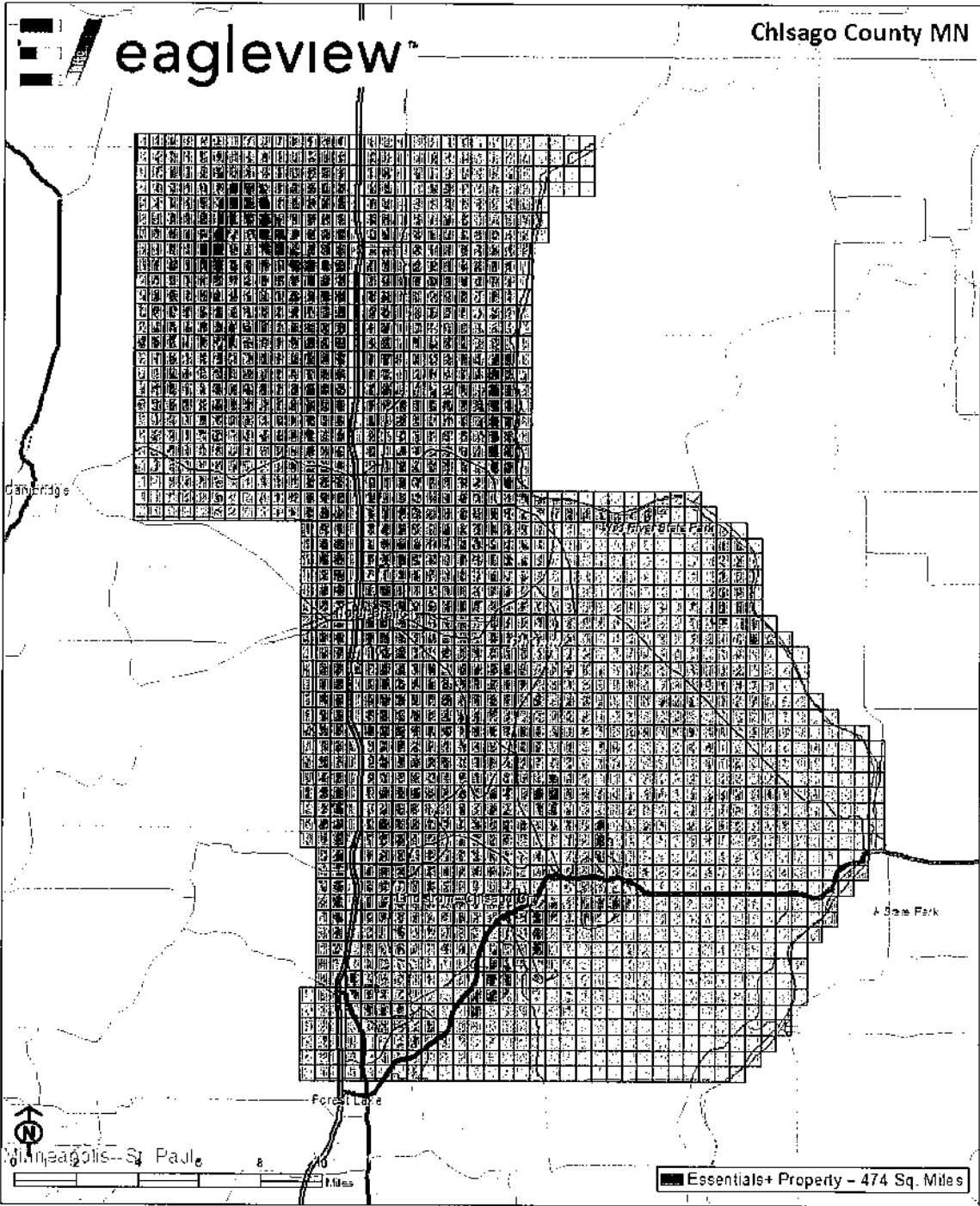
Due at Initial Shipment of Imagery	\$4,740.00
Due at First Anniversary of Shipment of Imagery	\$4,740.00
Due at Second Anniversary of Shipment of Imagery	\$4,740.00
Additional Amount Due – This Amendment	\$14,220.00

APPENDIX 1

PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

Essentials+ Property deliverables

Product	Essentials+ Property
Ortho Frame Imagery	Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	- Typical Positional Horizontal Accuracy: 1m at a 95% confidence level - Fully automated photogrammetric orthomosaic. Imagery may contain seamlines - Project-wide color and contrast balancing
Oblique Imagery	Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD: Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: - Metadata generated that meets FGDC Standards upon request - Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: - Nominal 2in GSD, no worse than 3in (Best Available Provided) Access Methods: - Available via web-based viewer (Connect) - Contracted separately - Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: - Nominal 2in GSD, no worse than 3in (Best Available Provided) Projection/Coordinate System: - Customer Selectable Datum: - Customer Selectable File Format: - Mosaic Tiles - Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file - Includes separate Pictometry Map Image (PMI) trailer file - Project-Wide Mosaic - Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	Access methods: Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	- Best efforts to make frame imagery available online within 20 days of capture complete - Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion





May 2022

Chisago County Board Dates

Wednesday, May 4th

Chisago County Board of Commissioners Meeting

6:30 pm Chisago County Boardroom

Wednesday, May 11th

Budget and Finance Committee Meeting/ARPA Meeting

3:00 pm Chisago County Boardroom

Wednesday, May 18th

Chisago County Board of Commissioners Meeting

6:30 pm Chisago County Boardroom

Tuesday, May 24th

Chisago County HRA-EDA

Noon at HRA-EDA Office, 38871 7th Ave., North Branch, MN 55056

CORR.



NATIONAL CORRECTIONAL OFFICERS WEEK

May 1st thru May 7th



In 1984, President Ronald Reagan announced the first week in May as National Correctional Officer and Employee Appreciation Week. Jailers and corrections officers have one of the highest rates of occupational injuries and sickness

National Correctional Officers Week is recognized in the first full week of May and will next be celebrated from Sunday, May 1st to Saturday May 7th, 2022.

"The important work of correctional Officers often does not receive the recognition from the public it deserves", Reagan said, and he isn't alone in feeling that way—the National Sheriffs' Association (NSA), and the National Center for Jail Operations (NCJO) have gone on record affirming Reagan's statements, noting that as the observance is celebrated, "we take the opportunity this week to acknowledge and thank the men and women who work in jails all across this country, most of which are administered by Sheriffs' Offices."

WHY NATIONAL CORRECTIONAL OFFICER'S WEEK IS IMPORTANT

1. They do important work

Correctional officers help keep our community safe. They also help rehabilitate offenders.

2. We celebrate their contribution

It is crucial for us to celebrate the efforts of correctional officers. They play an important role in keeping order within the facilities.

3. It is an unseen public service

Since correctional officers' place of work is in a secure and private location, we often don't see them as part of our public life. However, it is important to remember that they play a big role in ensuring public safety.

OPINION This piece expresses the views of its author(s), separate from those of this publication.

Your Turn: For better public safety outcomes, reform probation funding

Todd Patzer, Mary Jo McGuire and Jack Swanson Association of Minnesota Counties

Published 7:15 a.m. CT April 24, 2022

Combatting crime and increasing public safety are a clear focus of Minnesota's 2022 legislative session. Counties are increasingly concerned with the lack of attention being paid to our probation system. Public safety is impossible without effective probation.

Minnesota's corrections system heavily relies on probation. The goal of probation is to protect public safety by helping people change their behavior to minimize the likelihood that they will commit another crime. Probation keeps communities safe and reduces crime over time.

Counties supervise most probation cases in the state but are falling behind due to an overly complex and inconsistent system. The probation system is not working for all 87 counties despite the tireless work of our probation officers. We strongly believe that no matter what county you live in, your community deserves to have a probation system that works.

Evidence has proven that probation works if the work is centered on creating relationships, providing accountability and changing behaviors. In the best-case scenario, probation clients are connected with the services they need to change their behavior, treat addiction and mental illness, and leave the criminal justice system forever.

Without sufficient funding in every county, staff are unable to spend the time they need with clients to ensure that clients receive the services that truly change criminal behavior. Unfortunately, that is what is happening in Minnesota today due to a funding formula that is outdated and no longer works. The result is probation caseloads that are too high, burnt-out employees and worse outcomes.

The lack of funding directly affects public safety in our communities, resulting in dire consequences for individuals, their families, communities and victims. This is evident from the horrific headlines we are seeing in Minnesota news outlets every day.

These outcomes are unacceptable.

Our communities deserve better. Minnesota deserves better.

That's why counties have proposed solutions to repair this broken system and reinvest in creating better public safety outcomes through the Justice Reinvestment Initiative.

The Justice Reinvestment Initiative is a complete overhaul of probation funding and a significant increase in state investment in counties. It is supported by people who live and breathe public safety in our state – people with lived experience in the criminal justice system and decades of work in criminal justice work. As part of this effort, probation directors, county commissioners, state representatives, tribal nation representatives, representatives from law enforcement, county prosecutors, the judiciary and organizations engaged in criminal justice reform joined together to find a solution that works for all of Minnesota.

At its core, passage of this effort would ensure counties receive the resources to create better outcomes by prioritizing treatment options for people with mental health illnesses and substance use disorders and expanding proven reentry services, all while holding people accountable for their actions.

Minnesota needs a better public safety solution - and counties need greater investment, with a more equitable and sustainable probation funding formula. The Justice Reinvestment Initiative provide us with just that.

— *Iac qui Parle County Commissioner Todd Patzer is the 2022 president of the Association of Minnesota Counties, Ramsey County Commissioner Mary Jo McGuire is the first vice president and Roseau County Commissioner Jack Swanson is the Public Safety Committee chair.*