



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

REGULAR MEETING – Wednesday, February 3, 2021 County Board Room, Suite 160A

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

COVID-19 Update – Chisago County Public Health

Health & Human Services Committee of the Whole:

Topics for Discussion:

1.) Directors Update

TAB 1

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

2.) Payment of County's Warrants for HHS

TAB 2

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.) Payment of County's Warrants and Miscellaneous Bills

TAB 3

4.) Minutes from the January 20, 2021 Regular Meeting

TAB 4

5.) Application for Exempt Permit – Wild River Chapter MDHA

TAB 5

6.) Acceptance of a Donation – Members Cooperative Credit Union

TAB 6

Other County Business:

7.) Electronic Signature Policy

TAB 7

8.) Resolution of Support for Local Road Improvement Program Project Funding (LRIP)

TAB 8

9.) Final Design Contract for CSAH 23/24 Roundabout Project

TAB 9

Discussion Items:

- Administrator Updates
- Correspondence
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Citizen's Forum:

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

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

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





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: February 3, 2021

I. Department Updates/Highlights:

Health and Human Services is busy closing out 2020. This last year was a very busy year with many unique challenges and opportunities. Many of the functions we perform and services we provide are mandated by the state and federal governments, both of which operate on different fiscal years, while we operate on the calendar year. Therefore, it does take a little extra time to close out our year end tasks, receive feedback and responses from those entities, calculate grant and other financial allocations, and compile all of the data for the year. Because of that time lag, I do plan to present an HHS Annual Report at the March Board Meeting, rather than now; this will provide us adequate time to collect all of the necessary data.

Having said that, HHS did have a positive 2020 in spite of all of the challenges we faced. We ended the year with our budget in positive territory for only the second time in the last ten years. (2020 we are 564K positive) (2012 we were 186K positive) We increased our earned revenue by 5.8% while at the same time managing our expenditures, limiting their growth to a 2.8% increase. All of this was accomplished by HHS staff and supervisors working diligently to support Chisago County citizens during a pandemic. During this time we saw increases in Mental Health needs, Adult and Child Protection reports, requests for financial and food assistance; and tremendous demand on our Public Health staff working to help local partners around the county, assist school districts, coordinate testing sites, and currently conducting vaccination clinics for our frontline workers and some of our most vulnerable citizens.

While HHS did receive some benefit from CARES Act funding, none of this went toward balancing our budget. What we did receive through CARES funding was significant growth in our technology and our ability to work remotely in the community and from home, to better serve the public and support our staff. I would like to express my appreciation to the Board and the County Administrator for their support in this effort, as well as the staff of the Enterprise Services Department for their efforts in supporting HHS, as our workforce has made major changes over the last year. This growth in our technology has increased our

ability to better serve all of the citizens of Chisago County, increase productivity and staff job satisfaction, as well as help to decrease some of our other operational expenses. HHS is working to increase our remote working ability as we move forward.

As the impact of COVID 19 continues through 2021, we anticipate that the demand for all of our services will continue to increase. Looking forward I believe that it may be necessary, and will benefit Chisago County and our citizens to add an additional position or two to HHS staff. Over the last number of years we have repurposed some staff positions to meet needs, without adding any additional positions. As the County continues to grow, so do the needs in the community. We are currently assessing the needs as well as the potential revenue generating ability of any potential additions. During this challenging time I will only make recommendations to add positions that are necessary to serve our citizens, earn adequate revenue to pay for the position, add to our overall services, and aid in the financial stability of the Health and Human Services Department and Chisago County as a whole.

Public Health has completed their transition from Care Facts to PH Docs. This has been a lengthy process, exacerbated by the pandemic and other priorities for Public Health, but the process is finally complete. Another thanks to our Enterprise Services staff for their work on this transition.

II. Financial Notes:

There is a lot of financial uncertainty as we move forward. In addition to the usual and standard questions we have about how both state and federal legislative changes may impact us, or the potential for any out of home placements we may have during the year (as this is a significant cost to our department), or other changes in state funding or mandates; we also have the unknown of the continuing pandemic and what burdens this will place on our citizens, as well as the increase in demand for services or demands on our Public Health staff. I do believe that much like last year, we are moving forward with a realistic budget and a positive and optimistic financial outlook. We will continue to monitor our expenses and revenues throughout the year and inform the board if any significant concerns or issues are anticipated or encountered throughout the year.

III. Staffing Updates:

HHS does have two new front desk office staff that just started here in January 2021. One in our Center City Office and one in the North Branch Office.

We have also hired a new Child Protection Worker/Investigator and are still working to hire to fill two more vacancies in our Children's Services area.

One of our Behavioral Health Case Managers has moved to fill a vacancy in our Aging and Disabilities Division working with Adult Protection and providing case management services. This has created an opening for a Behavioral Health Case Manager. We are currently working to fill this position, and have received over 50 applications for this job at this time.

IV. Review of Requests for Board Action

C

(

C

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
February 3, 2021**

TAB # 2

Payment of County's Warrants for HHS

Authorize Payment of County's Warrants for HHS:

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
1/22/2021	\$204,063.47		County's Warrants
1/22/2021	\$59,530.30	2/3/2021	Auditor's Warrants

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

(

(

(

TAB #3

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
February 3, 2021**

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 1/29/2021 \$714,054.88

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

(

(

(

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, January 20, 2021**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, January 20, 2021 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka, Robinson. Also present: County Administrator Chase Burnham and Clerk of the Board Christina Vollrath. County Attorney Janet Reiter participated remotely.

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

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

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

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

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

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

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – Funding Agmt for CSAH 30 Reconstruction Project
- 3.) R&B Committee Recommendation – Equipment Purchase Approval – Street Sweeper
- 4.) Minutes from the January 5, 2021 Regular Meeting
- 5.) AMENDED Minutes from the December 16, 2020 Regular Meeting

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

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

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

On motion by Greene, seconded by Dunne, the Board moved to approve a credit card for Joseph Tart, Parks Director. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Agreement by and between Chisago County and Lakes Aquatic Weed Removal; and the associated \$14,650 Budget Adjustment Request in support of the Chisago Lakes Lake Improvement District 2021 North Center to North Lindstrom Channel maintenance project as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the 2021 LID General Engineering Services budget adjustment between Chisago County and Emmons & Olivier Resources, Inc. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve the Second Lake Estate preliminary plat located in Chisago Lake Township, XXXX Morgan Avenue, in Section 33, T. 33, R. 20, (PID #02.00317.01 and 02.00317.02). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to extend the 60 day agency action consideration of Amador Hilltop Estates Preliminary Plat located in Amador Township at 1275 Peterson Avenue, in Section 01, T. 35, R. 20, (PID #01.00212.00) to March 31, 2021, (60 days) for purposes of further Township Road Authority review and/or right-of-way dedication and agreement establishment. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

Arrowhead Transportation Presentation – Brandon Nurmi, Assistant Director

Beyond the Yellow Ribbon (BTYR) Presentation – Cory Boogaard

On motion by Dunne, seconded by Montzka, the Board moved to pass a statement of support that Chisago County is united in forming a sustainable Yellow Ribbon

Network within all the key areas to support, honor and recognize Veterans, Service Members and Military Families within our County and local communities. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

CITIZENS FORUM

TIME - 7:25 p.m.

END TIME - 7:25 p.m.

 0 letters. 0 emails. # of **SPEAKERS** - 0

On motion by Montzka, seconded by Robinson, the Board moved to appoint Paul Sandel as a representative on the Water Plan Policy Team effective January 5th, 2021 thru January 5th 2024. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to appoint Jennifer Penzenstadler as a representative on the Extension Committee for District 1 effective January 5th, 2021 thru January 5th 2024. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Robinson, seconded by Montzka, the Board moved to accept the 2021 Recorder's Office Annual Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to approve the Remote Access Plan for the County Recorder's Office staff. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Robinson, seconded by Greene, the Board moved to approve fixing and replacing the furnaces at the Rush City Library and accept the Wheelage and Local Option Sales Tax totals to date. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

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

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

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

Attest: _____
Christina Vollrath
Clerk of the Board

Chris DuBose, Chair

Chisago County Request For Board Action

Meeting Date: February 3, 2021	Item Number: 5
Title of Item for Consideration: Application for Exempt Permit – Wild River Chapter MDHA	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: Applied for same permit February 5, 2020.	
Background: The current application is from the Wild River Chapter MDHA, so that the applicants can conduct a lawful raffle on March 20, 2021. The Wild River Chapter MDHA is a non-profit organization. Attachments: - LG220 Application for Exempt Permit – Wild River Chapter MDHA - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Wild River Chapter MDHA's application to Conduct a raffle at their event on March 20, 2021. The recommended motion is as follows: <i>“Move to approve the Wild River Chapter MDHA's resolution to conduct a raffle at their event on March 20, 2021.”</i>	
Implications of Action: Approving tonight's action would allow the Wild River Chapter MDHA to raise money for its non-profit organization and its activities. Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County. Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: WILD RIVER Chapter MINDEER HUNTERS ASSOCIATION Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: 125 [REDACTED]

City: Henrieville State: MN Zip: 55032 County: Chisago

Name of Chief Executive Officer (CEO): Rick Bellin

CEO Daytime Phone: [REDACTED] com (indicated below)

Email permit to (if other than the CEO): [REDACTED]

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- ☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Lent Town Hall

Physical Address (do not use P.O. box): 33155 Hemingway Ave

Check one:
☐ City: _____ Zip: _____ County: _____
☒ Township: Lent Zip: 55079 County: Chisago

Date(s) of activity (for raffles, indicate the date of the drawing): March 20, 2021

Check each type of gambling activity that your organization will conduct:
☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards
☒ Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$ _____)

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gambling.

LG220 Application for Exempt Permit

11/1/
Page 2 of 2

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: RICK BEILER

Signature of Township Officer: [Signature]

Title: Chair Date: 1-19-2021

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: [Signature] Date: 1-11-21

(Signature must be CEO's signature; designee may not sign)

Print Name: Richard Beiler

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

**Chisago County
Board of Commissioners**

EXEMPT PERMIT FOR GAMBLING

**RESOLUTION NO. 21/0203-X
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE
FOR THE WILD RIVER CHAPTER MDHA**

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County:

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Lent Town Hall located at 33155 Hemingway Ave., Stacy, MN 55079.

Chisago County Request For Board Action

Meeting Date: February 3, 2021	Item Number: 6
Title of Item for Consideration: Acceptance of a Donation – Members Cooperative Credit Union	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy (Policy 2007-4) regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.	
Background: Members Cooperative Credit Union has a branch location in North Branch along with numerous other branches throughout Minnesota. Members Cooperative Credit Union wants to donate \$5000 to the Chisago County Sheriff's Office to support the K-9 Program. The donated funds will be used to purchase needed equipment and supplies to support the Chisago County Sheriff's Office K-9 Program.	
Attachments: - Copy of the check received from Members Cooperative Credit Union - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners accept the donation of \$5,000.00 from the Members Cooperative Credit Union. The suggested motion to approve is: <i>“Move to approve by Resolution the acceptance of a donation of \$5,000 for the Sheriff Office's K-9 Program from the Members Cooperative Credit Union.”</i>	
Implications of Action: Acceptance of the donation via the attached resolution will allow the County to accept the financial donation to be used by the Sheriff's Office.	
Budget/Financial Implications: The \$5000 will be used by the Sheriff's Office to purchase needed non-budgeted equipment and supplies for the K-9 program.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, AUTHENTIC WATERMARK, AND CHLOROSTAIN PAPER; ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



Members Cooperative Credit Union

35660

01/08/2021

No.

Date:

*****\$5,000.00

PAY
TO THE
ORDER
OF

Sheriff Brandon Thyen

*****Five Thousand & 00/100

Amount \$

Sheriff Brandon Thyen
15230 Per Road
Center City MN 55012

Janet Voed

Details on back.
Security Features Included.

MP

DELUXE / BLUESTONE

Members Cooperative Credit Union

Check Issue Date

Check No.

Vendor Name

Invoice #

Invoice Date

35660 Invoice Amt

Net Amt.

Sheriff Brandon Thyen

Invoice

Inv Date

Reference

Amount Paid

1-6-21

01/06/21

Donation K-9 Division

\$5,000.00

Check Date = 01/08/2021

Check Total:

\$5,000.00

Received

JAN 15 21

Chisago County
Sheriff's Office

**Chisago County
Board of Commissioners**

Acceptance of Donations by Chisago County for 2021

RESOLUTION NO: 21/0203-X

ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY SHERIFFS OFFICE

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

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

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

- Members Cooperative Credit Union \$5,000.00

(

(

(

Chisago County Request For Board Action

Meeting Date: February 3, 2021	Item Number: 7	
Title of Item for Consideration: Electronic Signature Policy		
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer	
Previous Action on this Matter: None.		
Background: Under the 'Electronic Signature Policy,' an electronic signature may be accepted in all situations where the requirement of a signature or approval is stated or implied. This policy does not supersede situations where laws specifically require a written signature, or the specific electronic signature policies of other government agencies. The purpose of the policy is to increase efficiencies within the organization and provide guidance on when electronic signatures are considered accepted means of validating the identity of a signer in the Chisago County electronic documents and correspondence, and thus a substitute for traditional "wet" signatures, within the organization. Electronic signatures are NOT allowed on the following: resolutions, ordinances, contracts/documents governed by the UCC, or employee related documents. Attachment(s): DRAFT Electronic Signature Policy		
Action Requested/Recommended: The County Board is respectfully requested to approve the draft Electronic Signature Policy. The following motion is suggested: <i>"Move to approve the Chisago County Electronic Signature Policy."</i>		
Implications of Action: If the policy is approved, efficiencies within the County will be increased because guidance will be provided as to when electronic signatures will be acceptable as a substitute to the 'wet' signatures. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.		
Administrator's Recommendation		
Approve 	Deny _____	Other _____
Motion By:		Seconded by:
To:		

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

CHISAGO COUNTY

ELECTRONIC SIGNATURE POLICY

I. PURPOSE

Chisago County wishes to ~~further implement paperless processes to~~ increase efficiencies within the organization. The purpose of this policy is to provide guidance on when electronic signatures are considered accepted means of validating the identity of a signer in the Chisago County electronic documents and correspondence, and thus a substitute for traditional "wet" signatures, within the organization.

II. SCOPE

This policy applies to all County Departments, funds and agencies, including County Commissioners.

III. POLICY

This policy hereby adopts by reference the Definitions of the Uniform Electronic Transactions Act (MS 325L.02). Of note, "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

An electronic signature may be accepted in all situations where the requirement of a signature or approval is stated or implied. This policy does not supersede situations where laws specifically require a written signature, or the specific electronic signature policies of other government agencies.

Examples of documents, while not all inclusive, where electronic signatures are appropriate including: purchasing and accounting transactions such as purchase orders, inventory, receiving, accounting entries, payment records, timesheets, expense reports, credit card logs, time off requests, and permitting/licensing applications. Other documents may be deemed appropriate by the County Administrator.

The electronic signatures/approvals are protected by reasonable security measures as applicable to established computer functions of Chisago County and outlined in the Procedures below.

The County Administrator or his designee will maintain an organization-wide list of the types of documents and correspondence that are not covered by this policy, which shall be listed in an Appendix to this policy. Electronic signatures must apply to individuals only. Electronic signatures for roles, positions, or titles are not considered valid.

The use of electronic signatures is subject to criminal laws pertaining to fraud and computer crimes.

IV. PROCEDURES

- Electronic signatures may be utilized on PDFs utilizing key pair signatures, or through products such as Adobe Sign, DocuSign, or other similar products, provided staff follow appropriate signature validation and authentication procedures for the key pair.
- In all cases, procedures shall be implemented that sufficiently address the issue of authentication, depending on the type of form, necessity for authenticating the user, likelihood of misuse, and risk for liability.
- In all cases, forms shall include notifications of the statuses addressing fraudulent use of electronic signatures and the potential penalties for these acts.
- In all cases, documentation of the Form inputs and supporting actions, shall be saved and retained as required by the County's Document Retention Policy.

APPENDIX

Documents on which Electronic Signatures are Not Allowed

- Resolutions
- Ordinances
- Contracts or Documents governed by the Uniform Commercial Code ("UCC")
- Documents related to
 - Employee Disputes
 - Union Negotiations
 - Real Estate Transactions

(

(

(

Chisago County Request For Board Action

Meeting Date: February 3, 2021	Item Number: 8
Title of Item for Consideration: Resolution of Support for Local Road Improvement Program Project Funding (LRIP)	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: The 2020 Legislature included \$75M in funding for the Local Road Improvement Program (LRIP) through the bonding bill. This funding is available to Counties, Cities and Townships. Mndot is soliciting projects, and Chisago County Public Works has 2 candidate projects to submit.	
Attachment(s): - Resolution - Project Location Maps	
Action Requested/Recommended: The County Board is respectfully requested to approve. The following motion is suggested: <i>“Move to approve the resolution of support for the Local Road Improvement Program Projects from the Chisago County Public Works Department.”</i>	
Implications of Action: Passage of resolution of support is required for project submittal. Without resolution, projects will not be considered.	
Budget/Financial Implications: If successful, LRIP funding will decrease County funding participation in these projects.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

**Chisago County
Board of Commissioners**

LRIP SOLICITATION FUNDING SUPPORT

**RESOLUTION NO. 21/0203-X
LRIP SOLICITATION FUNDING SUPPORT**

WHEREAS. The Local Road Improvement Program (LRIP) is established in Minnesota Statute 174.52; and

WHEREAS. the legislature provided \$75,000,000 for LRIP in Laws of Minnesota, 5th Special Session, Chapter 3, Article 1, Section 16, Subdivision 2.

WHEREAS. this funding is available for statewide solicitation to fund projects in the Routes of Regional Significance Account, the Rural Road Safety Account or the Trunk Highway Account, and

WHEREAS, Eligible projects should be anticipate for construction letting in years 2021 to 2023, and

WHEREAS. County applicants may request up to \$1,250,000 for each proposed LRIP project; and

WHEREAS, the Chisago County Board of Commissioners supports this program and its Public Works Director in pursuing and applying for funds from this program for the following projects:

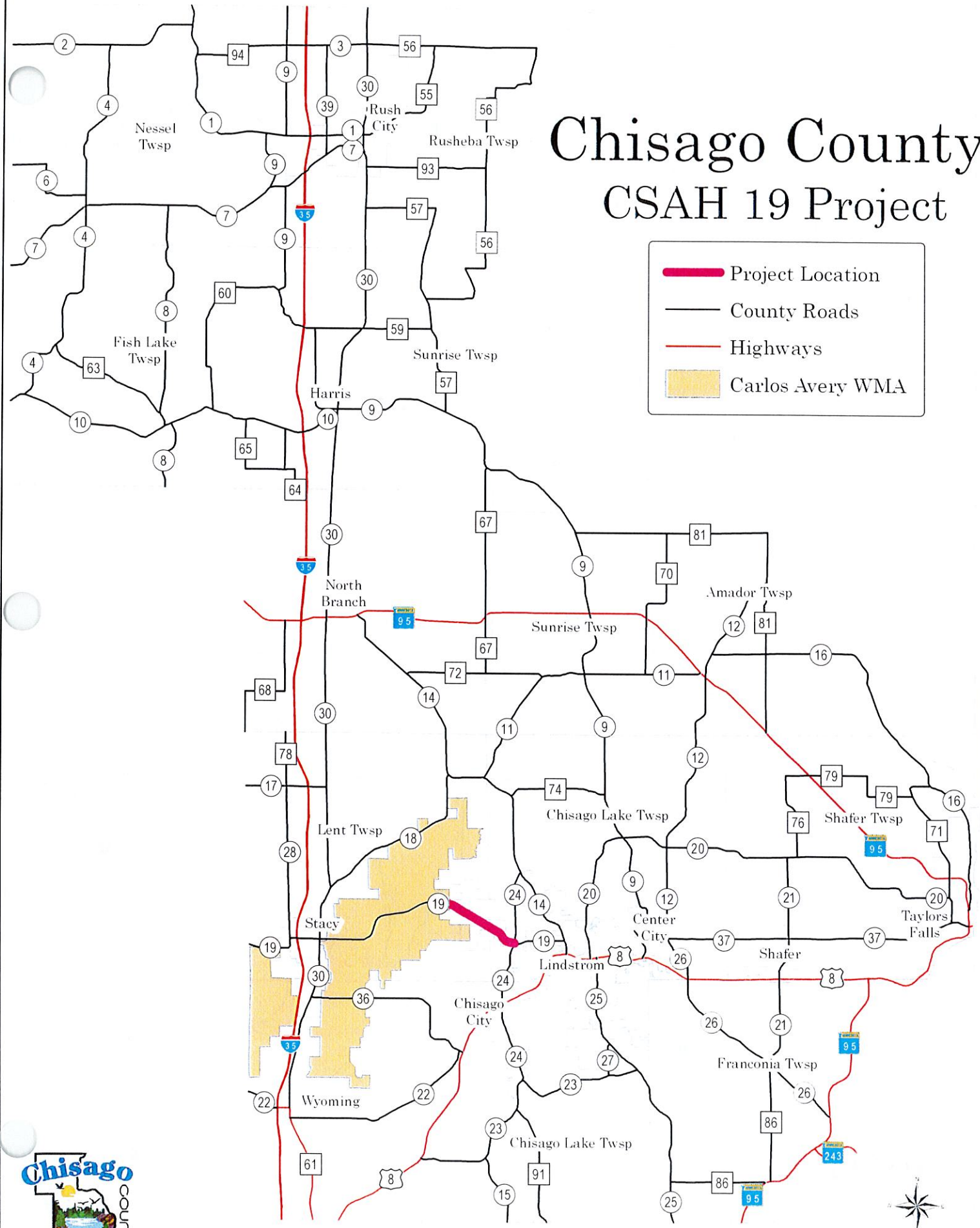
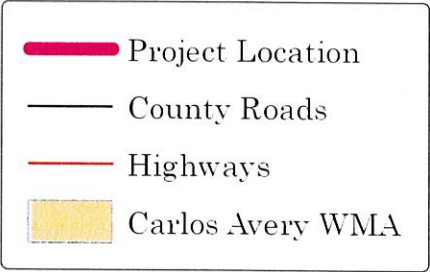
- CSAH 23/CSAH 24 Roundabout
- CSAH 19 Reconstruction (Ivywood Ave to Lofton Ave)

WHEREAS. the estimated project costs will exceed the amount of LRIP funding and the County shall pay the additional cost.

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners does hereby support the application and pursuit of funds from the Local Road Improvement Program for construction of the above projects and will pay any additional amount by which the cost exceeds the amount of LRIP funding.

Chisago County

CSAH 19 Project



Chisago County

CSAH 23 & 24 Roundabout



Roundabout Location

County Roads

Highways



January 26, 2021

Chisago County Request For Board Action

Meeting Date: February 3, 2021	Item Number: 9	
Title of Item for Consideration: Final Design Contract for CSAH 23/24 Roundabout Project		
Action Requested by: Joe Triplett, P.E.	Department: Public Works	
Previous Action on this Matter: Approved Predesign Contract on 11/20/19.		
Background: Public Works requires assistance the professional assistance from Kimley-Horn & Associates for final design services for the proposed roundabout project at the intersection of CSAH 23 & CSAH 24 in Chisago City. Public Works was successful in obtaining over \$1.5M in federal HSIP funding for the project. Construction is programmed in 2022.		
Attachment(s): Contract		
Action Requested/Recommended: The County Board is respectfully requested to approve the contract with Kimley Horn and Associates for final design services for the proposed roundabout project at the intersection of CSAH 23 & CSAH 24 in Chisago City. The following motion is suggested: <i>“Move to approve the contract with Kimley Horn and Associates for final design services for the proposed roundabout project at the intersection of CSAH 23 & CSAH 24 in Chisago City.”</i>		
Implications of Action: Approval will allow the Chisago County Public Works Department to finish design of the project and prepare for 2022 delivery.		
Budget/Financial Implications: Contract services will be paid from 03-320-6273.		
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.		
Administrator's Recommendation		
Approve	Deny _____	Other _____
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____
Abstain _____		

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
Kimley-Horn AND CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago by and through the Chisago County Engineer 313 North Main, Center City, MN 55102 (hereinafter County), and Kimley-Horn and Associates, Inc., located at 767 Eustic Street, St. Paul, Minnesota 55114, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of professional/technical services, specifically engineer and design services for the design of CSAH 23/CSAH 24 Roundabout Design Services and,

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

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on February 3, 2021 **or upon the date the final required signature is obtained by County, whichever occurs later**, and shall remain in effect until September 1, 2022 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**
- II. **PARTIES DUTIES.** The PARTIES will perform the respective duties required of them under this CONTRACT.
 - A. COUNTY DUTIES include but are not limited to obligations as set forth in the Kimley-Horn Proposal, incorporated herein as ATTACHMENT A, and assisting the CONTRACTOR in advancing their work, to the extent possible.
 - B. CONTRACTOR DUTIES are those set forth in ATTACHMENT A
- III. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:
 1. Compensation based upon assumptions and belief of work performed by others and the assistance provided by the County, will be as set forth in ATTACHMENT A.
 2. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed one hundred sixty three thousand dollars and no cents [\$163,000.00]

B. Terms of Payment.

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

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

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

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

Name:	Mr. Joe Triplett, P.E., Director of Public Works/County Engineer
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-8708
E-Mail:	JoeTriplett@chisagocounty.us

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

Name:	William C. Klingbeil, P.E. Project Manager
Address:	767 Eustis Street, Suite 100, St. Paul, MN 55114
Telephone:	(651)-645-4197
E-Mail:	
Fax:	(651)-645-5116

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The County may immediately terminate this Contract for cause due to any material breach or violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered up to and prior the termination.

C. **Termination for Insufficient Funding.** County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

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

VI. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

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

VIII. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the negligent performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.

IX. **INSURANCE.**

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

B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

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

- C. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
- D. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.
- E. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) providing clinical supervision under this Contract. A minimum liability amount of \$1,500,000.00 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned. Contractor agrees to include County as an additional insured.
- F. Insurance coverage by the Contractor in amounts greater than tort liability limits set for municipal corporation, pursuant to Minn. Stat. §466 shall not constitute a waiver of the liability cap(s) available to the County.
- X. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.
- XI. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

XII. **OWNERSHIP OF MATERIALS, CLIENT RECORDS, AND INTELLECTUAL PROPERTY RIGHTS.**

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

magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

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

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

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

- XIII. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XIV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XV. **AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVI. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

APPROVED:

1. CONTRACTOR: (NAME)

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

Signed:
Title:
Date:

**2. COUNTY OF CHISAGO:
APPROVED**

Signed:
Title: Chair, County Board
Date:

Certified:

Signed:
Title: Clerk to the Board
Date:

Signed:
Title:
Date:

Reviewed and Approved as to Form:

JANET REITER, COUNTY ATTORNEY

Signed: 
Title: Jeffrey B. Fuge, Assistant County Attorney
Date: January 26, 2021



January 11, 2021

Mr. Joe Triplett, P.E.
Director of Public Works/County Engineer
Chisago County
313 N. Main St.
Room 400
Center County, MN 55012

■
Suite 100
767 Eustis Street
St. Paul, Minnesota
55114

Re: Proposal for CSAH 23/CSAH 24 Roundabout Preliminary and Final Design Services

Dear Joe,

Thank you for the opportunity to submit this proposal for final design services for the CSAH 23(Chisago Blvd)/CSAH 24 (Lofton Ave) Roundabout project in Chisago County. Based on our discussions with you, we understand that the primary objective of this scope is to provide assistance to Chisago County in developing the final design for a roundabout at the intersection of CSAH 23/CSAH 24. The project will also require right of way and traffic engineering services.

Project Understanding

Chisago County has received Federal HSIP funding for improvements to the intersection of CSAH 23 and CSAH 24. The County has requested that Kimley-Horn provide a Scope of Services that includes project management, traffic study, final design, and right of way services for this intersection. The project will adhere to Minnesota Department of Transportation (MnDOT) State Aid standards for Federal Aid projects.

Scope of Services

The following is a summary of our proposed Scope of Services for the project.

Task 1 – Project Management

Kimley-Horn will provide project management and coordination services including quality assurance/quality control of the project deliverables.

1.1 Project Management/Administration

Kimley-Horn will coordinate project management activities including project monitoring, progress reports, the development of a detailed work plan with specific staff assignments, and preparation of a project schedule indicating critical dates, milestones, and deliverables.

1.2 Kickoff Meeting

Kimley-Horn will hold a kickoff meeting with a Project Management Team (PMT) including Chisago County staff to discuss the scope and schedule for the project. Kimley-Horn will also hold an internal team kickoff meeting to review the project requirements with staff involved.

1.3 PMT Meetings

Hold up to four (4) subsequent PMT meetings to discuss issues that arise during the preliminary and final design work. These meetings will be timed by the milestone delivery dates for the geometric layout and final design plans. Kimley-Horn will be responsible for preparing meeting agendas, meeting minutes, and necessary exhibits to conduct the meetings.

1.4 Bi-weekly Phone Calls

Hold up to twenty-four (24) phone calls to discuss issues that may arise during the design process.

1.5 Quality Control Reviews

Kimley-Horn will coordinate quality control reviews of deliverables.

Deliverables: Meeting Minutes, Work Plan, Schedule and QA/QC Reviews.

Task 2 – Traffic Study

Kimley-Horn will complete a traffic study that will document the existing operations, design year operations, and safety issues. The traffic study will help confirm the proposed design of the project provides acceptable operations and assist in the evaluation of alternatives.

2.1 Safety Analysis

A safety analysis will be completed to document the intersection and segment crash rates and crash severity rates for the most recent 5 year period of available data. The rates will be compared with the Minnesota average crash rates for similar facilities, to statistically measure roadway safety, and identify specific locations that may warrant safety improvements. Additionally, the corridor will also be driven to identify perceived safety problems that may exist.

2.2 Traffic Operational Analysis

Kimley-Horn will complete traffic operational analysis at the CSAH 23/CSAH 24 intersection. The intersection will be analyzed for existing year traffic volumes, no build (design year traffic volumes), and selected build alternative (design year traffic volumes) using Synchro/SimTraffic (Rodel for the Roundabout) for both the AM and PM peak hour. The existing year model will be validated based on observations made during site visits. Level of Service and delay will be determined along with average and 95th percentile queue lengths for existing conditions and the no build and build alternatives. The County will provide Kimley-Horn

with forecast volumes to use for the no build and build design year traffic operational analysis.

The operational analysis for the build scenario will assist in the refinement of the roadway geometric design. Kimley-Horn will use the model outputs to determine what geometric and operational design elements need to be adjusted to achieve an acceptable geometric design and acceptable traffic operations.

Deliverables: An Roundabout Justification Report (RJR) will be completed to document the existing operations analysis, design year build and no build traffic operations analysis, and crash analysis. The RJR will be completed and submitted with the 60 percent plans.

TASK 3 – Final Design

3.1 Final Plans

Following County Board approval of the preliminary layout, we will finalize the design of the proposed improvements and develop detailed final design plans and specifications. The documents will satisfy the requirements of Chisago County, permitting agencies, and current MnDOT State Aid standards. The final plans will include the following sheets:

- Title Sheet
- General Layout
- Estimated Quantities
- Private Utility Contacts
- Soils, Construction Notes, Standard Plates
- Earthwork Tabulations and Summary
- Typical Sections
- Miscellaneous Details
- Standard Plan Sheets
- Construction Staging Plan
- Traffic Control Plan
- Topography and Inplace Utility Plan
- Removal Plan
- Right of Way Plan
- Alignment Plan and Tabulations
- Construction Plan and Profile
- Intersection Details
- Water Resource Notes
- Drainage and Erosion Control Plan
- Drainage Tabulations and Details
- Sanitary Sewer and Watermain Plan, Tabulations, and Details
- Landscaping and Turf Establishment Plan
- Signing and Pavement Marking Plan Tabulations and Details
- Lighting Plan and Details

- Cross Sections

Microstation/Geopak files of the final plans will be provided to the County on a CD. The coordinates and elevations of all points will be provided in the County coordinate system. Kimley-Horn will also provide all Excel files used for design and construction plans as well as final plans and special provisions, signed by the professional engineer, in Adobe PDF format.

3.2 Specifications and Project Manual

Kimley-Horn will prepare the project manual and technical special provisions for the project to be submitted both in Microsoft Word and Adobe PDF format at the 95% plan submittal stage. The Project Manual will adhere to MnDOT Federal Aid requirements for federally funded projects.

3.3 Engineer's Opinion of Probable Cost (60%, 95%, 100%)

We will prepare cost estimates at the 60%, 95%, and 100% plan submittal stages to include proposed construction and any right-of-way/easement acquisition costs. Draft estimates will be prepared for review by the County. Comments from drafts will be incorporated into final cost estimates.

3.4 Bidding Phase Assistance

We will assist Chisago County during the bidding phase by distributing the plans and project manual to contractors, respond to contractor questions, and prepare addenda.

Deliverables: Final Plans; Technical Specifications; Project Manual; Cost estimates at 60%, 95%, and 100% completion stages.

Task 4 – Right of Way Process

4.1 Review of Right of Way Needs and Refine Limits

This task includes revising the geometrics, cross sections and grading limits based upon the results found during the right of way and detailed design process.

4.2 Preparation of Legal Descriptions

Pioneer Engineering will review the Deed or Title Commitment for each parcel and prepare a proposed easement description and exhibit suitable for recording for 3 parcels at an estimated cost of \$500 per parcel. It is possible that the parcels in the project area are not yet platted and will require more effort in preparing legal descriptions than platted parcels.

4.3 Survey of Acquisition Limits

Field survey of acquisition limits will be performed by Pioneer Engineering. It will include staking permanent right of way and temporary easements for the 3 impacted parcels. We have assumed that the field staking will be preferred once.

4.4 Meetings with Residents of Impacted Properties

This task includes up to 5 meetings with residents of impacted properties and reviewing and revising construction limits based upon the outcome of the meetings.

4.5 Parcel Sketches

We will develop up to three (3) parcel sketches for the project that will be used by the Right of Way Agent and the County during the appraisal process.

4.6 Right of Way Agent Services

Henning Professional Services will provide the right of way agent services for the project. They will provide the following services:

- Maintain and provide acquisition spread sheets for information on acquisition
- Attend three open houses and PMT meetings as requested
- Early Notification letter to owner with formal project information
- Contact the landowner and schedule Field Title Investigation meeting
- Conduct Field Title Investigation and complete Report, coordinating with Appraiser
- Work closely with the County and designer related to landowner questions and project details
- Prepare offer letter and packet for parcel
- Present offer of compensation
- Negotiate purchase of the easements
- Draft Administrative Settlements as appropriate
- Obtain signed easements and provide executed documents to County
- Draft and submit Pay Request for payment to owner
- Process appraisal reimbursements for landowners, as needed
- This task will also provide coordination with the County Attorney (CA) who will provide the conveyance documents and other required legal documents and lender consents. If the CA were to provide a sample document, Henning Professional Services, Inc. (HPS) could populate the documents and the CA would review and approve the final version.
- Provide parcel files to the County summarizing the acquisition at the end of the project
- Represent the County at the MnDOT review of the parcel files as related to the review required for the R/W Certificate #1, as well as, provide assistance and presentation of files for federal audit, if applicable.

4.7 Appraisal & Appraisal Review Services

Jason Messner, Patchin Messner Dodd & Brumm, and Kelly Lindstrom will provide appraisal and appraisal review services as detailed in their attached proposal. Their proposal and attached spreadsheet also includes their assumptions.

Assumptions:

- The County through their design consultant will provide title research, parcel sketches, staking and survey services needed.
- Henning Professional Services, Inc. (HPS) is not a law firm and does not provide legal services.
- The County will provide legal documents such as easements, consents, disclaimers, certificates, access agreements, etc., as required, or samples for HPS to populate and then submit to County for review and approval.
- The County will also review title work and ensure that all interested parties are defined and listed prior to the agent meeting with the landowner.
- The County will provide review of any permits required and request and issue permits as required.
- The County will record all documents that they would like recorded.
- The County will provide all tax forms such as 1099's.
- No relocation is included in this estimate.
- The CA will provide all eminent domain tasks, if needed. HPS assistance would be limited to providing all information and files in HPS's possession and to strategize with CA, if requested.

Estimated Costs/Fee

KHA will provide the Scope of Services identified above on an hourly labor fee plus expense basis. The following is a summary of our estimated fees and expenses.

TASK 1 – PROJECT MANAGEMENT	\$10,000
TASK 2 – TRAFFIC STUDY	\$8,500
TASK 3 – FINAL DESIGN	\$110,000
TASK 4 – RIGHT OF WAY SERVICES	\$25,000
REIMBURSABLE EXPENSES	\$9,500
TOTAL	\$163,000

Labor fee will be billed according to our current standard hourly rate schedule. Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, etc.) will be charged as an office expense at 6.0% of the labor fee.

Schedule

Kimley-Horn will begin the final design work on January 25, 2021 after County Board authorization. The preliminary design work is anticipated to be completed by December of 2021. This schedule was prepared to include reasonable allowances for review and approval times required by the County and other public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the County or for delays unforeseen in this scope.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



William C. Klingbeil, P.E.
Project Manager

Copy: Project File

(

(

(