



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Commissioners:
District 1
Jim Swenson
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Dan Dahlberg

REGULAR MEETING – Wednesday, March 15, 2023 County Board Room, Room 172

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

Road & Bridge Committee of the Whole:

Discussion

- 1.) County Engineer's Report TAB 1

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

- 2.) I-35/CSAH 17 Interchange Maintenance Agreement with MnDOT TAB 2
3.) Harris Public Works Facility Improvements TAB 3
4.) CSAH 10 Drainage Design Services Contract TAB 4
5.) Wetland Services Contract TAB 5
6.) Right of Way Acquisition Services Contract TAB 6
7.) Prof. Services Contracts – American Engineering Testing, Inc. for Engineering Services TAB 7

7:00 p.m. Citizen's Forum

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

Board of Commissioners' Consent Agenda:

- 1.) R&B Committee Recommendation – County Engineer's Report TAB 1
2.) R&B Committee Recommendation – I-35/CSAH 17 Interchange Maintenance Agmt. TAB 2
3.) R&B Committee Recommendation – Harris Public Works Facility Improvements TAB 3
4.) R&B Committee Recommendation – CSAH 10 Drainage Design Services Contract TAB 4
5.) R&B Committee Recommendation – Wetland Services Contract TAB 5
6.) R&B Committee Recommendation – Right of Way Acquisition Services Contract TAB 6
7.) R&B Committee Recommendation – Prof. Services Contracts with AET Inc. TAB 7
8.) Minutes from the March 1, 2023 County Board Meeting TAB 8
9.) Payment of County's Warrants and Miscellaneous Bills TAB 9

Environmental Services/Zoning Report – Kurt Schneider, Director

- 10.) Director's Report TAB 10
11.) Carlson Lake Overlook Preliminary Plat TAB 11
12.) Keystone Pines Final Plat TAB 12
13.) Rural Electric Coop. Contract for Cogeneration and Small Power Production Facilities TAB 13

Other Business of the County Board

- 14.) Budget and Finance Report from March 8th, 2023 TAB 14
15.) Chisago County Recorder Document Preservation Plan – County Recorder TAB 15
16.) Contract between Kantner Consulting L.L.C. and Chisago County 2023-2024 TAB 16
17.) Foster Care Payments to be sent on Friday after the 3rd Wednesday of the Month TAB 17
18.) Opioid Settlement – Supply Chain Participants Resolution TAB 18

- 19.) Appointments to Planning Commission – District 1
- 20.) Renew of 5-year Motorola Support for ARMER System

TAB 19

TAB 20

Discussion Items:

- Correspondence
- Administrator Updates
- Commissioner Committee Reports

CORR.

Adjourn Meeting of the Board of Commissioners

******* NOTICE*******

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday March 15th at 6:30 p.m. via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from The Fountains, 12400 International Drive, Orlando, FL 32821, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.



Chisago County Board of Commissioners
March 15, 2023
Board Meeting Agenda



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

TAB #1

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: Chisago County Board of Commissioners
FROM: Joe Triplett, P.E.
DATE: March 7, 2023
RE: Public Works Director's Report

Project Updates:

CR 76/CSAH 21: Mndot State Aid variance meeting is on March 23rd. We are looking to open Bids on April 18th.

CR 59/CSAH 40: Bids open on March 21st. We will bring to Board for award and approval consideration on April 5th.

CR 70: Bids open on March 20th. We will bring to Board for award and approval consideration on April 5th.

Seal Coat & Pavement Marking Projects: Bids open on March 14th. We will bring to Board for award and approval consideration on April 5th.

2023 Pavement Maintenance Project: Bids open on March 14th. We will bring to Board for award and approval consideration on April 5th.

CSAH 10 Reconstruction: We are continuing to work on preliminary design for next year's project. We are looking to have a second open house on April 11th from 5 pm to 7 pm at Fish Lake Town Hall.

Harris Shop Improvements

Our Harris Shop project bids March 16th. I have included the Professional Services Agreement with Kraus-Anderson for construction services for consideration at tonight's meeting. We will look to have a construction contract for Board consideration for the April 5th Board meeting.

TH 8 Project Update

Here is an update on funding for the TH 8 Reconstruction Project:

- Secured funding = \$38M
- Congressionally Directed Spending Requests = \$15M (\$5M each to Con. Stauber, Sen. Smith & Sen. Klobuchar)
- Federal RAISE Grant = \$20M
- Corridors of Commerce = \$30M
- Minnesota Legislature = \$50M (\$35M in TH Bonding & \$15M in GO Bonding)

An Equal Opportunity Employer

Chisago County Request for Board Action

Meeting Date: March 15, 2023	Item Number: 2
Title of Item for Consideration: I-35/CSAH 17 Interchange Maintenance Agreement with MnDOT	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: When the I-35/CSAH 17 interchange was constructed, a maintenance agreement was entered into by MnDOT and Chisago County. As we have found out through the years, there was an issue with the agreement and the ramp lighting system. The agreement had the County responsible for the maintenance of this system and I did not think that was appropriate. I approached MnDOT on this issue and pursued a change to the agreement. They agreed and the agreement that is before you and reflects that change. I recommend approval of this updated agreement. Attachment(s): Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the I-35/CSAH 17 Interchange Maintenance Agreement with MnDOT. The following motion is suggested: <i>“Move to approve the I-35/CSAH 17 Interchange Maintenance Agreement with MnDOT at tonight’s meeting.”</i>	
Implications of Action: Agreement defines maintenance responsibilities for the interchange. Budget/Financial Implications: None. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CHISAGO COUNTY
MAINTENANCE AGREEMENT**

State Project Number (SP):	<u>13-617-05</u>
Trunk Highway Number (TH):	<u>35=001</u>
Control Section (CS):	<u>1380</u>
Bridge No.:	<u>13519</u>
Lighting System Feed Point No.:	<u>FB41A</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Chisago County acting through its Board of Commissioners ("County").

Recitals

1. The County performed interchange, Bridge No. 13519, lighting, and other associated construction upon, along, and adjacent to Trunk Highway No. 35 at County State Aid Highway (CSAH) No. 17 according to County-prepared plans, specifications, and special provisions designated by the County and State as State Project No. 13-617-05 (TH 35=001) ("Project"); and
2. The County and State have agreed that the lighting maintenance terms for the lighting system at TH 35 and CSAH 17 need to be updated; and
3. Agreement 89417 between the State and County addresses current ownership and maintenance responsibilities for the lighting, Bridge No. 13519, and Shared use Path constructed as part of the Project; and
4. Agreement 89417 will be replaced and superseded by this Agreement; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Exhibits; Related Agreements

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2. Maintenance by the County; 5. Liability; Worker Compensation Claims; Insurance; 7. State Audits; 8. Government Data Practices; 9. Governing Law; Jurisdiction; Venue; and 11. Force Majeure.

- 1.4. **Plans, Specifications, and Special Provisions.** State-approved County plans, specifications, and special provisions designated by the County and State as State Project No. 13-617-05 (TH 35=001) are on file in the office of the County's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Exhibit A – Lighting Maintenance Responsibilities is attached to this Agreement.
- 1.6. **Related Agreements.** This Agreement will supersede and terminate the maintenance terms of Agreement No. 89417, dated April 27th, 2006, between the parties.

2. Maintenance by the County

The County will provide the following without cost or expense to the State:

- 2.1. **Roadways.** Maintenance of CSAH 17. Maintenance includes, but is not limited to, snow, ice, and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted County maintenance practices.
- 2.2. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 2.3. **Bikeways/Shared Use Paths.** Maintenance of any bikeways and shared use paths construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition.

The State will maintain crosswalks at ramps which intersect with County roads.

- 2.4. **Lighting.** The State and County will share maintenance and ownership responsibilities for the existing lighting system on Trunk Highway No. 35 at CSAH 17, shown in Exhibit A. Operation, maintenance, and electrical energy responsibilities will be as follows:

A. County Responsibilities

- i. **Power.** The County will pay all monthly electrical service expenses necessary to operate the entire lighting system.
- ii. **Lighting System Maintenance.** County will own and maintain the Park and Ride Lot Lights (A9, A8, A7), as shown in Exhibit A. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, installation of approved splices or replacement of wires, repair or extending of conduit, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment.

B. State Responsibilities

- i. **Lighting System Maintenance.** The State will own and maintain the TH 35 Ramp Lights (A1-A6, A10-A19), as shown in Exhibit A. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment.

2.5. Bridge No. 13519 (CSAH 17 over Trunk Highway 35). The State will share ownership responsibilities with the County. The State is listed as the owner in the NBIS (National Bridge Inspection Standards) database. The State and County responsibilities are as follows:

- A. County Responsibilities.** The County is responsible for minor maintenance, which includes all non-structural maintenance activities on the bridge without any cost to the State. Minor maintenance and repair includes, but is not limited to, keeping the roadway, bridge deck, shoulders, medians, gutters, sidewalks, bikeways, and shared use paths clear of ice, snow, litter, and debris, appropriate disposal of such material, pavement markings, guardrail, non-structurally supported signing, and any other maintenance activities necessary to perpetuate the bridge in a safe, usable, and aesthetically acceptable condition. The County is responsible for oversize, overweight and special use permits.

The County will own and perform maintenance and repair of aesthetic elements on Bridge No. 13519: ornamental metal railing and any elements later added to the bridge. Maintenance and repair includes, but is not limited to, painting, graffiti removal, panel replacement, and any other maintenance activity necessary to perpetuate the aesthetic elements in a safe, usable, and aesthetically acceptable condition.

Future replacement of the bridge will be in accordance with the Cost Participation Policy.

- B. State Responsibilities.** The State will perform or contract structural inspections and major maintenance of the bridge without any cost to the County. Major maintenance includes all structural related maintenance, including expansion joint flushing, deck crack sealing, painting, overlays, re-decking and rehabilitation of the bridge, concrete bridge approach panels, and structurally-supported signing on the bridge.

The State is responsible for maintenance of all guardrails on TH 35 below the Bridge. Maintenance of any roadway signing that is attached to the bridge, for the purpose of the roadway traffic on TH 35. Maintenance of all non-ornamental fencing on the Trunk Highway Right-Of-Way. Maintenance of graffiti removal within the control of access below the Bridge. The State will determine the safe load rating for the bridge. The State will provide emergency response for traffic hits and restitution from insurance companies or private parties who have damaged the bridge.

2.6. Right-of-Way Access. The State and County authorizes either party to enter upon each other's Right-of-Way to perform the maintenance activities described in this Agreement.

- 2.7. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

3. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

3.1. The State's Authorized Representative will be:

Name, Title: Todd Stevens, Metro District Roadway Maintenance Engineer (or successor)
Address: 1500 West County Road 82, Roseville, MN 55113
Telephone: (651) 234-7901
E-Mail: todd.stevens@state.mn.us

3.2. The County's Authorized Representative will be:

Name, Title: Joe Triplett, County Engineer (or successor)
Address: 313 North Main Street, Room 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: joe.triplett@chisagocountymn.gov

4. Assignment; Amendments; Waiver; Contract Complete

- 4.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the County from contracting with a third party to perform County maintenance responsibilities covered under this Agreement.
- 4.2. 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.
- 4.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 4.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

5. Liability; Worker Compensation Claims; Insurance

- 5.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County. Notwithstanding the foregoing, the County will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the County's contractor(s) or consultant(s) or by a third party because of an act or omission by the County or its contractor(s) or consultant(s).

5.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

5.3. The County may require its contractor to carry insurance to cover claims for damages asserted against the County's contractor.

6. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

7. State Audits

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

8. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County 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 County or the State.

9. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination; Suspension

10.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

10.2. **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 or the provision of the services covered here. Termination must be by written or fax notice to the County. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

10.3. **Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement.

11. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CHISAGO COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

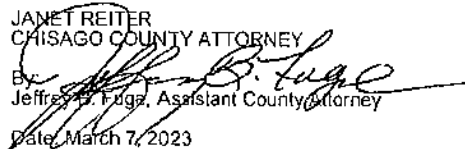
By: _____

Title: _____

Date: _____

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: 
Jeffrey M. Fuga, Assistant County Attorney

Date: March 7, 2023

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

Exhibit A - Lighting Maintenance Responsibilities

Agreement 1052509

State
County
Page 1 of 2

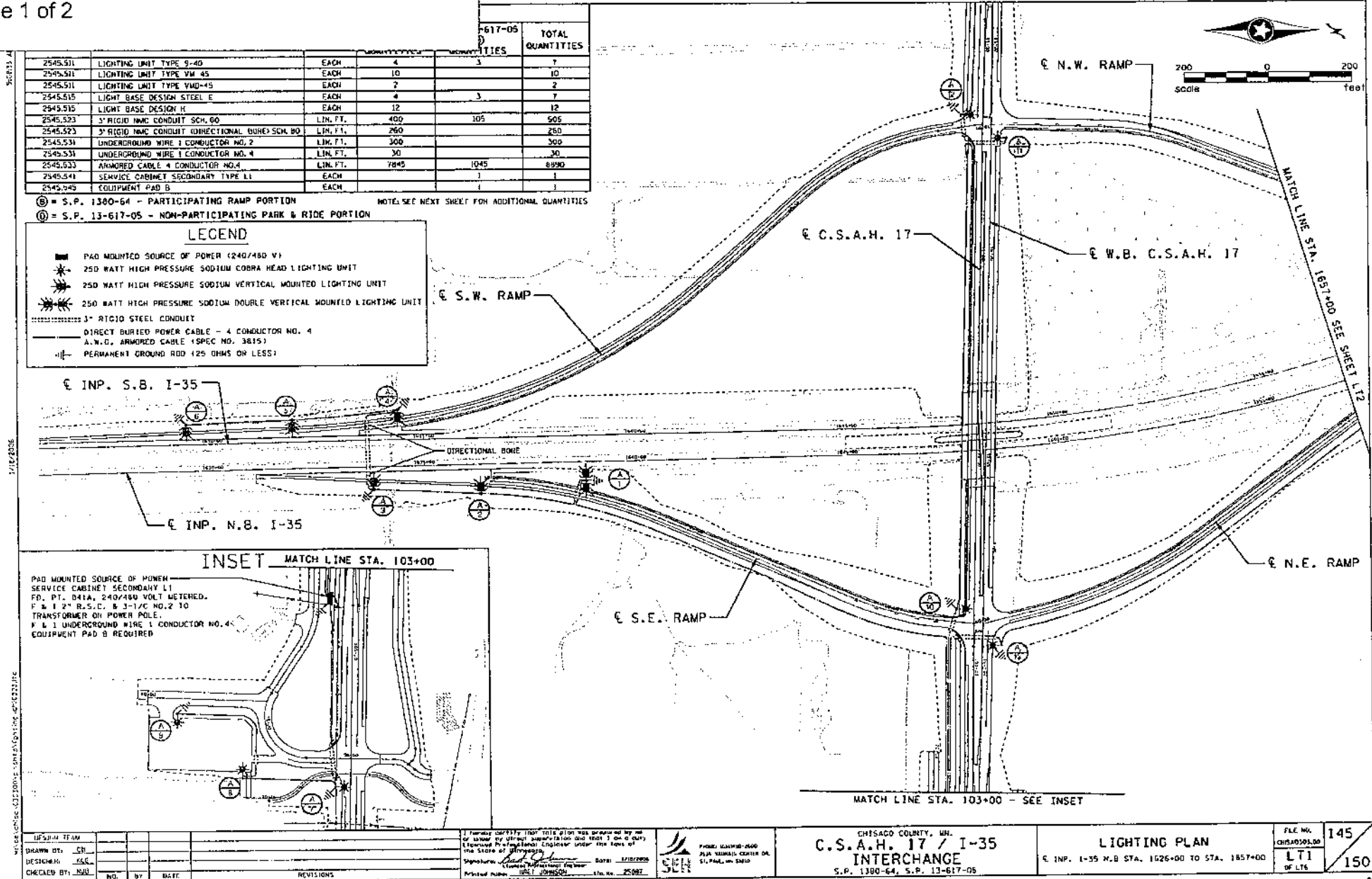
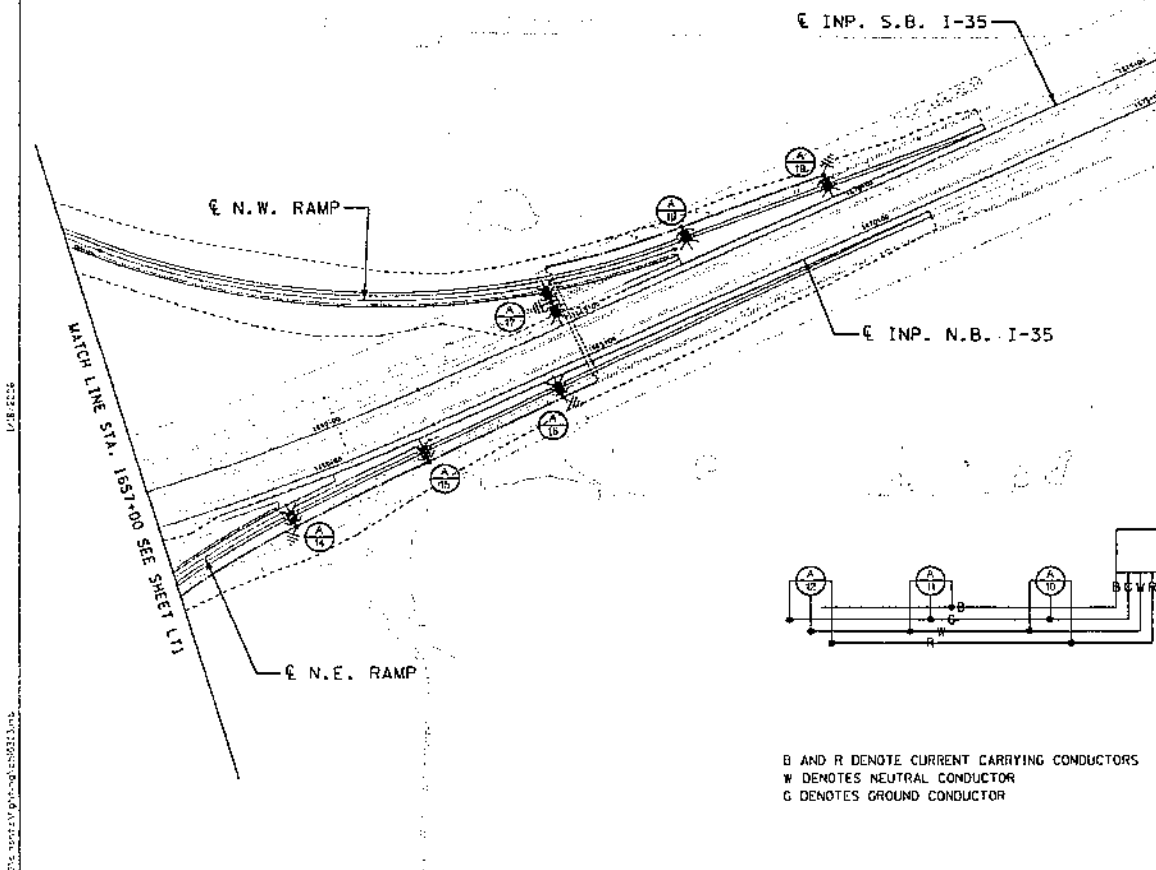
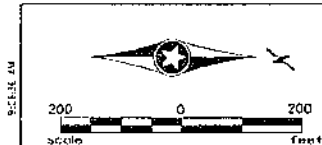


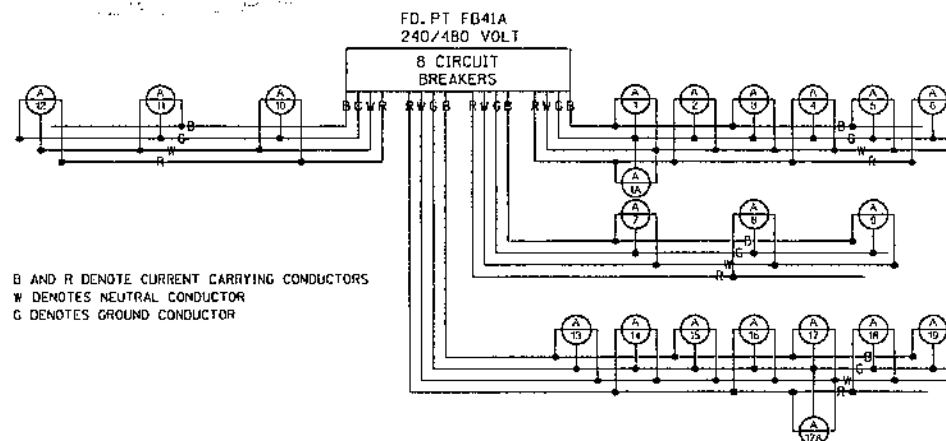
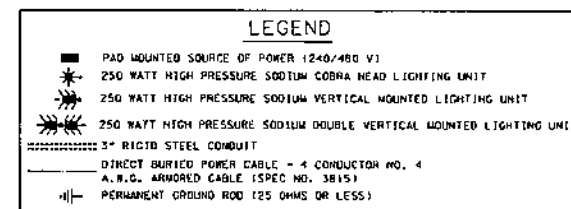
Exhibit A - Lighting Maintenance Responsibilities Agreement 1052509 State County Page 2 of 2



FD. PT. FB4S, 240/480V.

NO.	STATION	LOCATION	ALIGNMENT	TYPE
1	52+20	LT	SERAMP	VMD-40
2	1636+01	RT	INP35NB	VM-45
3	1633+01	RT	INP35NB	VM-45
4	1634+40	LT	INP35SB	VM-45
5	1631+50	LT	INP35SB	VM-45
6	1629+40	LT	INP35SB	VM-45
7	108+25	RT	CSAH17	9-40
8	82+28	RT	PARKRD	9-40
9	80+71	RT	PARKRD	9-40
10	89+51	RT	CSAH17	9-40
11	87+23	LT	CSAH17WB	9-40
12	86+08	RT	CSAH17	9-40
13	95+44	LT	CSAH17WB	9-40
14	1655+14	RT	INP35NB	VM-45
15	1661+56	RT	INP35NB	VM-45
16	1664+04	RT	INP35NB	VM-45
17	1666+54	LT	INP35SB	VMD-45
18	1667+04	LT	INP35SB	VM-45
19	1669+54	LT	INP35SB	VM-45

SEE LIGHTING PLACEMENT DETAIL ON SHEET NO. 149.



B AND R DENOTE CURRENT CARRYING CONDUCTORS
 W DENOTES NEUTRAL CONDUCTOR
 G DENOTES GROUND CONDUCTOR

DESIGN TEAM				CHICAGO COUNTY, ILL.				C.S.A.H. 17 / I-35 INTERCHANGE				LIGHTING PLAN				FILE NO. 146	
DRAWN BY: JCF				SIGNED: [Signature]				S.P. 1360-64, S.P. 13-617-05				E INP. I-35 N.B. STA. 1657+00 TO STA. 1675+00				CHSADD001.00	
DESIGNED BY: JLC				DATE: 1/18/2008												LY2	
CHECKED BY: NJC				PRINTED NAME: SUEE JOHNSON												OF 176	
TAG BY DATE				REVISIONS												150	

CHISAGO COUNTY

RESOLUTION

IT IS RESOLVED that Chisago County enter into MnDOT Agreement No. 1052509 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance by the County upon, along, and adjacent to Trunk Highway No. 35 at the TH 35 and CSAH 17 Interchange, the limits of which are defined in said Agreement.

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Chisago County at an authorized meeting held on the _____ day of _____, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2023

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

Chisago County Request for Board Action

Meeting Date: March 15, 2023	Item Number: 3
Title of Item for Consideration: Harris Public Works Facility Improvements	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: Chisago County Public Works requires the services from the Construction Management firm for the Harris Public Works Facility Improvements. The County has enlisted the services of Kraus Anderson. Attachment(s): Professional Services Agreement (<i>Not available at this time</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with Kraus Anderson for the Harris Public Works Facility. The following motion is suggested: <i>“Move to approve the agreement with Kraus Anderson for the Harris Public Works Facility at tonight’s meeting.”</i>	
Implications of Action: Approval will allow the County to work with Kraus Anderson to construct the Harris facility improvements. Budget/Financial Implications: At the February 15th Board of Commissioners meeting, the Board recommended using \$900,000 of ARPA funds to cover SOME of the costs of the proposed project. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures. The County Attorney’s Office has reviewed and approved the form of the final draft of the services agreement and the County is awaiting a clean formatted final draft for signatures	
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: March 15 th , 2023	Item Number: 4
Title of Item for Consideration: CSAH 10 Drainage Design Services Contract	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance for drainage/pond design and hydraulic modeling for 2023 construction the CSAH 10 Reconstruction Project. The County has enlisted SRF Consulting, who has extensive experience in these sorts of projects and in Chisago County. Attachment(s): Professional Services Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with SRF Consulting for Drainage Design Services. The following motion is suggested: <i>“Move to approve the agreement with SRF Consulting for Drainage Design Services at tonight’s meeting.”</i>	
Implications of Action: Approval will allow the County to follow and meet testing requirements for our construction projects. Budget/Financial Implications: Funding will come out of 03-320-6273 account. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**PROFESSIONAL & TECHNICAL SERVICES CONTRACT
(Drainage Design Assistance – CSAH 10/Fish Lake Township)**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and SRF Consulting Group, Inc., 3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55416-3791, 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 drainage design assistance services to assist with the drainage design for the construction project that is planned for 2023 on CSAH 10 in Fish Lake Township from the Isanti County line to CR 65; and

WHEREAS, the CONTRACTOR has provided the County with a proposal for drainage design assistance services in which it represented that it is qualified, duly licensed and willing to perform the services set forth in said proposal.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on March 16, 2023, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until February 1, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT DOCUMENTS.** The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Contract and CONTRACTOR's proposal, entitled "Proposal for Professional Services for 2023 Chisago Drainage Design Assistance: Fish Lake Township, dated March 2, 2023, a copy of which is attached hereto and incorporated herein as **Attachment A**. To the extent that the terms and conditions of the Profession & Technical Services Contract conflict with the terms set forth in **Attachment A**, the terms and conditions of the Professional & Technical Services Contract shall prevail.
- III. **CONTRACTOR'S DUTIES.** The CONTRACTOR shall perform those duties and deliver those services described in **Attachment A**.
- IV. **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 Sixty-six Thousand, One Hundred Eleven and No/100 Dollars (\$66,111.00) as provided in **Attachment A**. Said contract sum shall

be allocated across those projects and paid in such allocated sums as identified in **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: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Road, Room 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: Joe.Triplett@chisagocounty.us
Fax: (651) 213-8772

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

Name: Jeremy L. Nielsen, PE, Engineer IV
Company: SRF Consulting Group, Inc.
Address: 3701 Wayzata Blvd., Suite 100
Minneapolis, MN 55416-3791
Telephone: 763.475.0010
E-Mail: jnielsen@srfconsulting.com
Fax: 1.866.440.6364

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 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.

- 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.**

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

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

C. *Professional Liability Insurance (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. Said policies 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 the above policies and at the time of signing this Agreement CONTRACTOR shall provide the County with a certificate of insurance as evidence of such kinds and amounts of coverages.

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

X. **MINNESOTA STATUTE §181.59.**

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

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason 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.

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

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released. CONTRACTOR shall retain any and all data and records related to the performance of this

Agreement for a period of six years after completion of all obligations required of CONTRACTOR herein.

XII. 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.

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

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

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

- XIII. ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from

antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

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

(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 – SRF Consulting Group, Inc.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

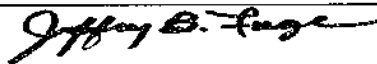
APPROVED:

By:
Ben Montzka, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER CHISAGO COUNTY ATTORNEY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: March 9, 2023



SRF No. 16549

March 2, 2023

Ben Hobert
Assistant County Engineer
Chisago County
313 N Main Street, #400
Center City, MN 55012

Subject: Proposal for Professional Services for 2023 Chisago County Drainage Design Assistance
Fish Lake Township

Dear Ben Hobert:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for drainage design assistance.

Scope of Services

We propose to carry out the work ("Scope of Services"), set forth in Attachment B, attached hereto and incorporated into this Agreement. We propose to carry out the services described as follows:

- Provide final drainage design assistance for CSAH 10 (from the Isanti County line to 500 feet west of CSAH 8)
- Provide preliminary drainage design assistance for CSAH 10 (from 500 feet west of CSAH 8 to CR 65)

Assumptions

- Roadway design will be performed by Chisago County staff.
- SRF will provide drainage design data to County Staff for incorporation into the plans and contract documents.
- Construction is planned for 2024 for the final drainage design segment and 2026 for the preliminary design segment.

Schedule

We will complete this work within a mutually agreed-upon time schedule.

www.srfconsulting.com

3701 Wayzata Boulevard, Suite 100 | Minneapolis, MN 55416-3791 | 763.475.0010

Equal Employment Opportunity/Affirmative Action Employer

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$66,111 which includes both time and expenses.

Changes in Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRI² and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

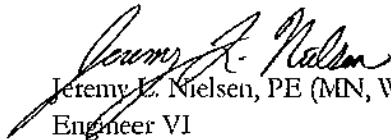
Acceptance/Notice to Proceed

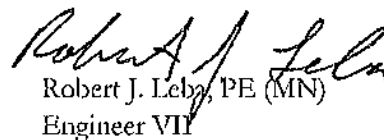
A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is jnielsen@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.


Jeremy E. Nielsen, PE (MN, WI)
Engineer VI

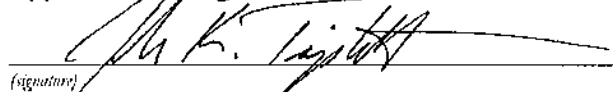

Robert J. Leba, PE (MN)
Engineer VII

JLN

Attachment A: Standard Terms and Conditions

Attachment B: Work Tasks and Person-Hour Estimates

Approved: Chisago County


(signature)

Name JOE TRIPLET

Title COUNTY ENGINEER

Date 3/3/23

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

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ATTACHMENT A

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. 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 SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF 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.

- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

16. CONTROLLING LAW

The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

18. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.

SRF Consulting Group, Inc.
Client: Chisago County
Project: 2023 Chisago County Drainage Design Assistance

Attachment B:
Work Tasks and Person-Hour Estimates



16549.PP

Subconsultants:

<u>TASK NO.</u>	<u>SUMMARY OF TASKS</u>
1.0	Preliminary and Final Drainage Design Assistance for CSAH 10 (from the Isanti County Line to 500 feet west of CSAH 8)
2.0	Preliminary Drainage Design Assistance for CSAH 10 (from 500 feet west of CSAH 8 to CR 65)

Project Overview:
Provide preliminary and final drainage design assistance to Chisago County staff for CSAH 10 from Isanti County line to CR 65. Roadway design will be performed by Chisago County staff. SRF will provide drainage design data to County Staff for incorporation into the plans and contract documents. Construction is planned for 2024 for the final design portion of the project (Isanti County line to 500 feet west of CSAH 8) and 2026 for the preliminary design portion of the project (500 feet west of CSAH 8 to CR 65).

SRF Consulting Group, Inc.
 Client: Chisago County
 Project: 2023 Chisago County Drainage Design Assistance

Attachment B:
 Work Tasks and Person-Hour Estimates



16549.PP

Subconsultants:

TASK NO.	TASK DESCRIPTION	PROF_VIII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
	<u>Assumptions:</u> All meetings (coordination meetings with county staff and assistance with agency meetings) will be held virtually (travel not required). Chisago County will lead agency coordination (set up meetings, submit applications, etc.); SRF will provide technical assistance, assemble computations and figures, and attend meetings as needed. The project is federally funded and a Categorical Exclusion is assumed. Chisago County staff will complete the CatEx without additional input from SRF other than items specifically identified below. Roadways are generally rural. CB spacing or spread analysis will not be provided unless specifically noted below. All roadways will be designed to County State Aid Standards. The project is outside of any watershed districts or MSA requirement areas. Stormwater treatment will be required per the NPDES Construction Stormwater Permit only (treat new impervious if > 1 ac of new impervious). Chisago County will coordinate needed geotechnical evaluation. SRF will provide input on needed data for stormwater BMPs. All CADD files will be in Microstation format. Chisago County will prepare and sign all final plan sheets including SWPPP notes, tabulations, and pond grading plans. SRF will provide input as specifically noted below. Drainage report or memorandum will not be required (see Deliverables for items to be provided). Stormwater modeling will be completed using HydroCAD. Stormwater modeling will not include the entire project areas (overall project rate control is not required). Modeling will include specific areas identified below under each project. Chisago County will coordinate all wetland permitting. Alternative analysis is not required. All projects will have a selected alignment and typical section prior to SRF beginning design work. QA/QC procedures will follow SRF's basic documentation. Culverts will be 48" or smaller and risk assessments will not be required unless specifically identified below. No box culverts or bridges (10' span or greater) will be included. Chisago County will design entrance and driveway culverts; SRF will design centerline culverts, stormwater BMPs and other features as specifically noted below. No regulated floodplain will be impacted. No FEMA or local coordination will be needed and no compensatory storage will be required other than items specifically identified below. No work will be performed in Public Waters or County Ditches other than items specifically identified below. Water quality computations will not be required or completed. Stormwater BMPs will be designed utilizing accepted methodology resulting in typical removal efficiencies as listed in the Minnesota Stormwater Manual, but specific water quality loading computations or modeling will not be required. BMP design within preliminary design section will be conceptual and focus on identifying number and general location of needed BMPs. Sizing will be approximate and not sufficient for identifying ROW needs.											

SRF Consulting Group, Inc.
 Client: Chisago County
 Project: 2023 Chisago County Drainage Design Assistance

Attachment B:
 Work Tasks and Person-Hour Estimates



16549.PP

Subconsultants:

TASK NO.	TASK DESCRIPTION	PROF. VII/VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
	Chisago County will work with landowners to assess and mitigate any impacts to agricultural drainage systems. Construction support will provide interpretations of the plans, specifications, and contract provisions. SRF will consult with Chisago County staff when an interpretation involves complex issues or may have an impact on the cost of performing the work. May involve calculations and minor redesigns. Plan sheet modifications (if required during construction) and as-builts/record drawings will be performed by Chisago County Staff. <u>SRF Deliverables:</u> Drainage computations, including modeling output, culvert calculations, drainage area maps, etc. will be provided as needed for county records and coordination with agencies (MnDOT, MnDNR, etc.) CADD files for insertion into plan sheets: proposed contours for basins, details for pond outlets, standard drainage details, etc. Design details for centerline culverts - size, material, length, elevation Earthwork computations for stormwater BMPs Information/data needed for completion of NPDES permit/SWPPP and Public Waters Work Permit (MPASS) Special provisions for stormwater BMP and other drainage specialty items included in SRF design. <u>Client Deliverables:</u> Microstation Design Files including: survey, existing topography, contour data (sufficient for all drainage boundaries), utilities, proposed roadway (geometry, alignment, profiles, sections), right of way, etc. Geotechnical evaluation including stormwater BMP design information (soil type, infiltration rate, groundwater elevation), pipe bedding recommendations, roadway subdrain recommendations, etc. Any available existing hydraulic models Drainage concept including potential pond locations, ditch flow directions and culvert locations											

SRF Consulting Group, Inc.

Client: Chisago County

Project: 2023 Chisago County Drainage Design Assistance

Attachment B:

Work Tasks and Person-Hour Estimates



16549.PP

Subconsultants:

TASK NO.	TASK DESCRIPTION	PROF. VII-VI	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	Preliminary and Final Drainage Design Assistance for CSAH 10 (from the Isanti County Line to 600 feet west of CSAH 8)											
	<u>Assumptions and Deliverables:</u> See above											
1.1	Project Coordination and Administration (bi-weekly check in meetings with County staff assumes 2 staff, 5 meetings, and 1 hour per meeting; this task includes additional project coordination efforts)	2	10	-	-	10	-	4	-	-	26	\$4,064.00
1.2	Attend virtual kickoff meeting for project with County Staff to identify preliminary BMP and centerline culvert locations. (Assumes 2 staff for 1 hour meeting, preparation and documentation)	-	2	-	-	4	-	-	-	-	6	\$915.00
1.3	Analyze existing conditions. Determine drainage areas, times of concentration, runoff curve numbers and other needed parameters. Develop an existing conditions model for portions of the project as needed for culvert and BMP design. Includes 1 field walk with Chisago County staff (2 SRF staff).	2	10	-	-	20	-	60	-	-	92	\$11,472.00
1.4	Determine pond or other BMP strategies to meet NPDES requirements and to reduce downstream impacts (up to 3 ponds). Evaluate potential pond/BMP locations, determine needed sizes and incorporate into proposed conditions model for BMPs. Determine preliminary grading/construction limits of the proposed BMPs.	-	6	-	-	12	-	36	-	-	54	\$6,642.00
1.5	Assist Chisago County Staff in coordinating geotechnical investigation. Includes assembling requests for stormwater BMP borings and review of boring results for BMP design.	-	2	-	-	2	-	4	-	-	8	\$1,078.00
1.6	Analyze outlet culvert for Jonason Lake and culvert on Public Water watercourse 700 feet west of CSAH 8. Determine needed sizes of proposed centerline culverts.	2	4	-	-	12	-	12	-	-	30	\$4,076.00
1.7	Determine proposed centerline culvert sizes and verify cover requirements for up to 16 centerline culverts.	-	4	-	-	20	-	40	-	-	64	\$7,788.00
1.8	Perform 1 Risk Assessment for culvert on public water watercourse 700 feet west of CSAH 8.	-	1	-	-	2	-	2	-	-	5	\$675.00
1.9	Provide CADD files of pond grading, outlet structure details and other needed drainage details.	-	2	-	-	4	-	12	-	-	18	\$2,214.00
1.10	Assist Chisago County staff in coordination with MnDNR for Lake Jonason Outlet and Public Water Watercourse 700 feet west of CSAH 8.	2	8	-	-	4	-	4	-	-	18	\$2,874.00
1.11	Prepare drainage-related special provisions as required.	-	2	-	-	6	-	-	-	-	8	\$1,190.00
1.12	Provide permit and design data to Chisago County staff for documentation, plan preparation and permit submittals (NPDES/SWPPP, culvert and BMP design, stormwater models, drainage overview maps, etc.)	-	4	-	-	8	-	16	-	-	28	\$3,564.00
1.13	Assist Chisago County staff with other requested drainage related tasks as needed (cross section review, cost estimates, right of way needs, etc.)	2	16	-	-	16	-	16	-	-	50	\$7,298.00
SUBTOTAL - TASK 1		10	71	0	0	120	0	206	0	0	407	\$53,855.00

SRF Consulting Group, Inc.
 Client: Chisago County
 Project: 2023 Chisago County Drainage Design Assistance

Attachment B:
 Work Tasks and Person-Hour Estimates



26549.PP

Subconsultants:

TASK NO.	TASK DESCRIPTION	PROF_VI/VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST. FEE
2.0	Preliminary Drainage Design Assistance for CSAH 10 (from 500 feet west of CSAH 8 to CR 65) <u>Assumptions and Deliverables:</u> See above											
2.1	Attend virtual kickoff meeting for project with County Staff to identify preliminary BMP and centerline culvert locations. (Assumes 2 staff for 1 hour meeting, preparation and documentation)	-	3	-	-	4	-	-	-	-	6	\$318.00
2.2	Review existing conditions. Identify major drainage boundaries and existing culvert locations. Includes 1 field walk with Chisago County staff (2 SRF staff; combined with final design field walk). Does not include stormwater modeling.	-	4	-	-	4	-	8	-	-	16	\$2,156.00
2.5	Identify BMP locations to satisfy NPDES requirements and to reduce downstream impacts (up to 2 locations).	-	2	-	-	6	-	6	-	-	14	\$1,836.00
2.8	Assist Chisago County staff in identifying mitigation strategies for work adjacent to Fish Lake and work in tributary of Goose Creek (Public Water Watercourse). Includes assistance in coordination with MnDNR.	-	12	-	-	12	-	12	-	-	36	\$5,172.00
2.9	Assist Chisago County staff in reviewing FEMA Floodplain requirements for tributary of Goose Creek, coordination with MnDNR and identification of needed FEMA coordination for final design (no-rise, CLOMR, etc.). Does not include any modeling or design efforts.	2	4	-	-	4	-	2	-	-	12	\$1,910.00
SUBTOTAL - TASK 2		2	24	0	0	30	0	28	0	0	64	\$11,994.00

SRF Consulting Group, Inc.
 Client: Chisago County
 Project: 2023 Chisago County Drainage Design Assistance

Attachment B:
 Work Tasks and Person-Hour Estimates



Subconsultants:

16549.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII/VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
SUMMARY OF COSTS:												
1	Preliminary and Final Drainage Design Assistance for CSAH 10 (from the Isanti County Line to 500 feet west of CSAH S)	\$ 2,010.00	\$ 13,277.00	\$ -	\$ -	\$ 16,320.00	\$ -	\$ 22,248.00	\$ -	\$ -		\$53,855.00
2	Preliminary Drainage Design Assistance for CSAH 10 (from 500 feet west of CSAH S to CR 65)	\$ 402.00	\$ 4,488.00	\$ -	\$ -	\$ 4,060.00	\$ -	\$ 3,024.00	\$ -	\$ -		\$11,994.00
TOTALS		\$2,412.00	\$17,765.00	\$0.00	\$0.00	\$20,400.00	\$0.00	\$25,272.00	\$0.00	\$0.00		\$65,849.00

TASK NO.	TASK DESCRIPTION	PROF. VIII/VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
SUMMARY OF HOURS:											
1	Preliminary and Final Drainage Design Assistance for CSAH 10 (from the Isanti County Line to 500 feet west of CSAH S)	10	71	-	-	120	-	206	-	-	407
2	Preliminary Drainage Design Assistance for CSAH 10 (from 500 feet west of CSAH S to CR 65)	2	24	-	-	30	-	28	-	-	84
TOTALS		12	95	0	0	150	0	234	0	0	491

Chisago County Request for Board Action

Meeting Date: March 15, 2023	Item Number: 5
Title of Item for Consideration: Wetland Services Contract	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance to delineate and permit projects with respect to wetlands needed to deliver the projects in the Transportation Improvement Plan. The County has enlisted SEH, who has extensive experience in these sorts of projects and Chisago County. Attachment(s): Professional Services Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Wetland Services Contract agreement with SEH. The following motion is suggested: <i>“Move to approve the Wetland Services Contract agreement with SEH at tonight’s meeting.”</i>	
Implications of Action: Approval will allow the County to do required wetland work for project delivery. Budget/Financial Implications: Funding will come out of 03-320-6273 account. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



Building a Better World
for All of Us®

Attachment A

February 16, 2023

RE: Chisago County
Chisago County CSAH 10 Wetland
Services

Joe Triplett
Engineer
Chisago County
313 North Main Street
Center City, MN 55012

Dear Mr. Triplett:

Thank you for the opportunity to propose on assisting Chisago County with completing wetland delineations and obtaining wetland permits for your proposed CSAH 10 improvement project.

The current letter agreement includes a scope and budget to complete the wetland delineations and wetland permitting for the project. It also includes completion of the 2-part finding for the County's preparation of a Categorical Exclusion (CATEX) document. The following sections provide a summary of the proposed scope, an approximate project schedule, and a cost estimate to complete the work.

SERVICE 1: WETLAND DELINEATIONS

Wetland delineations will be completed in the spring and summer of 2023. The field methodology will follow the guidelines of the 1987 Manual, and the Northeast North Central Regional Supplement. All areas meeting wetland criteria within the project limits will be mapped in the field using a sub-meter accurate Global Positioning System. Wetland boundaries will be converted into electronic format and provided to Chisago County staff for incorporation into project plans.

SERVICE 2: WETLAND DELINEATION REPORT AND AGENCY REVIEW

Following completion of the wetland delineations, wetland delineations reports will be prepared. One report will be prepared for each project and will follow the submittal guidelines of the Board of Water and Soil Resources and the United States Army Corps of Engineers (USACE). Copies of these reports will be submitted to Chisago County and the USACE for scheduling of a field review. This field review will be facilitated by SEH and will occur within the growing season of 2023.

SERVICE 3: 2-PART FINDING

Upon receipt of construction limits, SEH will assist Chisago County in the completion of a 2-Part Finding form, as part of a FHWA CATEX document. SEH will complete the form and send it to Chisago County for inclusion in their submittal.

Engineers | Architects | Planners | Scientists

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

651.490.2000 | 800.325.2055 | 651.490.8166 fax | sehinco.com

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

SERVICE 4: WETLAND PERMITTING

The proposed projects are all anticipated to require permits prior to construction. Given the project goals, it is anticipated that all of the projects will be eligible to proceed using a combination of General Permits, Individual Permits, or other means of approval. If wetland mitigation is required, it is proposed through the Board of Water and Soil Resources transportation bank.

Wetland permitting requires development of project plans, which include cross sections of wetland impact areas, and calculations of wetland impacts identified as temporary, permanent, cut, and fill. While SEH will prepare GIS-derived exhibits showing impacts, calculations and plan sheets showing these quantities will be provided by Chisago County or their design engineers.

Assumptions:

- This project will proceed under Section 404 of the Clean Water Act under a Transportation Regional General Permit (TRGP).
- Because this project is not expected to require an Individual Permit from the USACE, it will not require 401 certification from the MPCA
- This project will qualify for use of the BWSR Roadbank for mitigation. If this cannot be used, a private bank will be selected, with Chisago County responsible for the costs of wetland credits, and additional time may be needed by SEH.

If, during the project it becomes apparent that any of the above assumptions are no longer valid, SEH will discuss with Chisago County the potential need for a scope and budget modification.

TIMELINES

We understand that these projects are proposed for construction starting in 2023 or beyond, but given the current regulatory timelines, delineations should be completed within the 2023 growing season. This will allow for approval of the wetland boundaries in 2023 and permitting to be initiated once design has been sufficiently completed. With the current timelines to review permits, particularly under the USACE, we anticipate that at least four to six months of review time be allowed to ensure receipt of the permit prior to need. To meet this schedule the following timelines are proposed, subject to availability of roadway design plans being completed to allow this schedule to be maintained.

- Authorization to Proceed: Winter/Early Spring 2023
- Complete Wetland Delineations: May and June 2023
- Submit wetland delineation reports to Chisago County and USACE: July and August 2023
- Complete field review and approve wetland boundaries: By September 31, 2023
- Completion of project design: Responsibility of Chisago County
- Submittal of Wetland Permit Applications: Within 4 weeks of receipt of design files
- Issuance of wetland permits: Within 4 to 6 months of permit submittal.

COST ESTIMATE

Our fee for this work has been estimated to be **\$17,500.00**. This includes the time to complete the field work, prepare the reports and permits, and all equipment and travel costs. This fee is proposed as a time and materials with a not to exceed without additional authorization.

DATA NEEDS

In order to complete our preparation of the permit applications, the following data would be required to be provided by Chisago County.

- Design files for the proposed projects
- Project Memorandum, or any supporting documentation to support project purpose and need
- Traffic counts and accident history
- Permission to access the property (if required)

CONTACT INFORMATION

If you have any questions regarding this Letter Agreement, please contact me directly at 651-470-6027 or via e-mail at rbeduhn@sehinc.com.

If you are in agreement with this proposal, we will provide an Agreement for Professional Services for approval and contract execution.

Respectfully submitted,

SHORT ELLIOTT HENDRICKSON INC.



Rebecca Beduhn, MS, CWD, PWS
Project Manager, Sr. Wetland Scientist

Agreement for Professional Services

This Agreement is effective as of February 16 2023, between Chisago County (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Wetland Services for CSAH 10.

Client's Authorized Representative: Joe Triplett
Address: 31325 Oasis Rd
Center City, MN 55012
Telephone: 651.213.8708 email: Joe.Triplett@chisagocountymn.gov

Project Manager: Rebecca Beduhn
Address: 3535 Vandais Center Drive
St. Paul, MN 55110
Telephone: 651.470.6027 email: rbeduhn@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

This letter provides a scope of services for the following:

- Wetland Delineation
- Wetland Delineation Report and Approval
- 2-part finding Form for integration in Cat-Ex document
- Wetland Permitting

The following assumptions have been included:

- This project will proceed under Section 404 of the Clean Water Act under a Transportation Regional General Permit (TRGP).
- Because this project is not expected to require an Individual Permit from the USACE, it will not require 401 certification from the MPCA
- This project will qualify for use of the BWSR Roadbank for mitigation. If this cannot be used, a private bank will be selected, with Chisago County responsible for the costs of wetland credits, and additional time may be needed by SEH.

Schedule: Services will commence early in the 2023 growing season.

Payment:

The fee is hourly estimated to be \$17,500.00 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General

Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

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Short Elliott Hendrickson Inc.

By: 
Deric Deuschle
Title: Principal

Chisago County

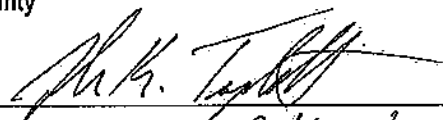
By: 
Title: Director of Public Works

Exhibit A-1
to Agreement for Professional Services
Between Chisago County (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 16, 2023

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.

2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.

2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.

2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.

4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities 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. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; 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 hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit; financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**PROFESSIONAL SERVICES CONTRACT
WETLAND SERVICES/SHORT ELLIOT HENDRICKSON**

THIS PROFESSIONAL SERVICES CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Short Elliot Hendrickson, Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507, 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 professional/technical services for wetland delineations and wetland permitting for the CSAH 10 improvement project 2023 roadway reconstruction projects; and

WHEREAS, the CONTRACTOR has made representations to the County 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 March 16, 2023, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until April 1, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **TERMS AND CONDITIONS.** The terms and conditions of the Agreement of the parties shall mean those terms and conditions set forth in this Professional Services Contract and those contained in the CONTRACTOR'S proposal dated February 16, 2023 entitled "Chisago County CSAH 10 Wetland Service, which is attached here to and incorporated herein as **Attachment A**. The terms and conditions of this Professional Services Contract shall be construed to supersede those contained in the Letter Agreement attached to said letter proposal and where the terms and conditions of this Professional Services Contract conflict with those found in the Letter Agreement, the terms and conditions of this Professional Services Contract shall prevail.
- III. **DUTIES.**
 - A. The CONTRACTOR shall perform those tasks described in CONTRACTOR'S proposal letter dated February 16, 2023 entitled "Chisago County CSAH 10 Wetland Services. Said proposal is incorporated herein and a copy of the same is attached hereto as **Attachment A**.
 - B. County will perform those expectations required of the County as set forth herein and **Attachment A**.

IV. **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 Seventeen Thousand, Five Hundred and 00/100 Dollars (\$17,500.00) pursuant to **Attachment A**.

B. **Terms of Payment.**

CONTRACTOR will invoice the County for services provided at the hourly rate for each employee. 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: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Rd., Rm 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: Joe.Triplett@chisagocounty.us
Fax: (651) 213-8772

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

Name: Rebecca Beduhn, Project Manager
Company: Short Elliot Hendrickson, Inc.
Address: 3535 Vadnais Center Drive, St. Paul, MN 55110-3507
Telephone: 651-470-6027
E-Mail: rbeduhn@sehinc.com

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. **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.

VIII. **INSURANCE.**

- A. *Workers' Compensation.* CONTRACTOR certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The CONTRACTOR's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
- B. *General Liability Insurance.* CONTRACTOR is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by the CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by the CONTRACTOR under the contract. Insurance minimum limits are as follows:
- \$500,000 per claim; \$1,500,000 per occurrence; \$3,000,000 annual aggregate
- C. *Professional Liability Insurance. (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. Said policies 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. *Certificates of Insurance.* CONTRACTOR shall name County as an additional insured on the above insurance coverages and CONTRACTOR shall provide the County with a certificate of insurances naming the County as an additional insured on the above coverages and amounts prior to commencing work under this Agreement.

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

X. **MINNESOTA STATUTE §181.59.**

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

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason 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.

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

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

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

A. County shall own all rights, title and interest in all of the materials 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.

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

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

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

- XIII. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XIV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **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.
- XVIII. **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 found on page 7)

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

APPROVED:

1. **CONTRACTOR – Short Elliot Hendrickson, Inc.**
CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

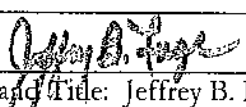
AUTHORIZED AND APPROVED:

By:
Ben Montzka, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath Clerk to the County Board of Commissioners
Date:

REVIEWED AS TO FORM:

JANET REITER, CHISAGO COUNTY ATTORNEY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: March 9, 2023

Chisago County Request for Board Action

Meeting Date: March 15, 2023	Item Number: 6
Title of Item for Consideration: Right of Way Acquisition Services Contract	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance to acquire the easements and right of way needed to deliver the projects in the Transportation Improvement Plan. The County has enlisted WSB, who has extensive experience in these sorts of projects and Chisago County. Attachment(s): Professional Services Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Right of Way Acquisition Services Contract agreement with WSB. The following motion is suggested: <i>“Move to approve the Right of Way Acquisition Services Contract agreement with WSB at tonight’s meeting.”</i>	
Implications of Action: Approval will allow the County to acquire easements and right of way for project delivery. Budget/Financial Implications: Funding will come out of 03-320-6273 account. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



February 3, 2023

Mr. Ben Hobert
Assistant County Engineer
31325 Oasis Rd
Center City, MN 55012

VIA EMAIL: ben.hobert@chisagocountymn.gov

Re: Chisago County -- CSAH 10 Reconstruction Project -- R/W Proposal

Dear Mr. Hobert:

WSB is pleased to submit this proposal for the acquisition services required on the CASH 10 Reconstruction Project. The services provided will be in accordance with the MnDOT right of way Manual, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and other applicable state and federal laws and rules. Lisa Beckman will lead the team, Don Tollefson will perform acquisition services along with Conner Puff, and Faye Gillespie will assist with documentation preparation and reporting.

We will provide the following scope of services:

Project Management:

General project management, status reports, coordination of all activities and subconsultants. Capitol Lien will provide Ownership & Encumbrance Reports for all tax parcels affected.

Pre-Acquisition:

Early Notification Letters, initial landowner meetings and site visits. We will determine the Loan to Value on each parcel and make a recommendation on obtaining a mortgage consent. We have assumed the potential of four (4) mortgage consents.

Valuation Services:

Valuations will be performed by subconsultant Julie Kalahar. Julie has made assumptions based on the type of report that will be needed for each parcel based on the current layout, it is possible that these report types may change once we have final limits. If that is the case and a higher fee appraisal is needed, we will advise if the budget needs to be adjusted. Please refer to the attached bid document from Julie.

Valuation reports over \$10,000 in compensation will need to be reviewed and certified by an independent review appraiser, John Hraba, MN Appraisals, Inc. We have assumed 61 parcels will need a formal review, however, if some of the MDV's are less than \$10,000, we will do an internal review verifying the factual information.

Acquisition Services:

Prepare and present offer documents, mailing via certified mail where necessary, complete negotiations, close out files, complete ROW Certification and work with the State on the audit. Chisago County will record the conveyances and process the acquisition payments. WSB will also work with the County Attorney, as necessary, to provide documentation as needed for condemnation.

Please refer to the attached for individual project fee spreadsheet for details. The total fee for the project is \$356,536.00.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Beckman". The signature is fluid and cursive, with the first name "Lisa" and last name "Beckman" clearly distinguishable.

Lisa Beckman
Sr. Right of Way Specialist

Chisago County
CSAH 10 Reconstruction Project
Right of Way Services
February 2, 2023

Task Description		Project Manager	R/W Agent	R/W Agent	R/W Assistance	TOTAL HOURS	Costs
		Lisa Beckman	Don Tollefson	Connor Puff	Faye Gillespie		
1	Project Management	160	8	8	24	200	\$41,504
1.1	General Project Management, Status Update Reports						
1.2	Review title work obtained by Goodhus County; RR permitting						
2	Pre-Acquisition Services	40	130	130	20	320	\$47,320
2.1	Early Notification Letters						
2.2	Field Title Reports						
3	Valuation Services	24				24	\$5,352
3.1	Coordinate valuations and reviews						
3.2	Review factual information on valuations less than \$10,000 (we will absorb the review fee if a formal review is not needed)						
3	Acquisition Services	100	300	300	30	730	\$108,460
3.1	Prepare offer documentation						
3.2	Negotiations, Administrative Settlements, Obtain Easements, Mortgage Consents, if LTV is over 80%						
Total Hours - WSB Staff		324	438	438	74	1274	
Hourly Fees (includes overhead and profit)		\$223	\$146	\$126	\$152		
Sub-Total: WSB Right of Way Labor							\$202,636
Expenses:							
Mileage, certified mailings, misc							\$2,500
Sub-Consultant:							
Ownership & Encumbrance Reports - Capitol Lien - \$200 / parcel x 63							\$12,600
Appraisals by Julie Kalahar, see attached assumptions, comments and individual fees associated for each parcel							\$106,800
61 Review Appraisals by John Hrabá \$500 / 53 MDV & \$500 / 2 Uncomplicated & \$750 / 6 B/A							\$32,000
Sub-Total: Sub-Consultant Services							\$151,400
Total Right of Way Services							\$356,536
ASSUMPTIONS:							
1. We have assumed 63 different tax parcels consisting of 60 property owners are affected. We have made assumptions that some of these tax parcels can be combined for acquisition and valuation. We understand that fee, permanent and/or temporary easement acquisitions will be required.							
2. We have assumed no relocation tasks.							
3. Valuation report type are preliminary and may change perimeters dependent on final acquisition limits being completed.							
4. Estimate includes four trips to the project – one to conduct field title meetings and the remainder to present the offers and negotiate. The balance of the work will be conducted by mail, phone or e-mail.							
5. We have assumed the County will record the conveyances.							
6. Right of Way negotiations will continue until the title and possession date. Any services requested beyond that date would be billed at our standard hourly rates shown above.							
7. Eminent Domain services include providing documentation to the County. If additional services are needed, the contract would be amended to include those services.							

WSB Labor is 20 hours per parcel, or \$3,216 per parcel

Prelim Parcel #	PID	Owner	Comments	Appraisal Type	Fee
1	03.00253.10	Mark & Linda Skogman		MDV	\$1,400
2	03.00253.70	Thomas Soldner	proximity issues	MDV	\$1,400
3	03.00253.60	Thomas & Christine Southbloom	proximity issues	MDV	\$1,400
4	03.00253.3	Arthur W Kroulik III		MDV	\$1,400
5	03.00253.00	Nicholas & Elicabeth Shatek		MDV	\$1,400
6	03.00253.40	Lykao Jalao	shed in new ROW either purchase or relocate	UNC	\$2,800
7	05.00253.2	Danielle Fairbanks	proximity issues	MDV	\$1,400
8	03.00242.10	JC Homes, Inc		MDV	\$1,400
9	03.00256.00	Gregory Parkman	proximity issues	MDV	\$1,400
10	03.00242.00	Michael & Theresa Valento		MDV	\$1,400
11	03.00243.00	Nicholas Amudson		MDV	\$1,400
12	03.00244.00	Scott Traci Kurtok		MDV	\$1,400
13	03.00258.10	Susan Carew & John Polzin	Cannot Combine with 14 as it is under different ownership names	MDV	\$1,400
14	03.00259.00	Susan Carew & John Polzin	Cannot Combine with 13 as it is under different ownership names	MDV	\$1,400
15	03.00268.00	Michael & Deborah Ruyman		MDV	\$1,400
16	03.01311.60	Mackinzie & Diona Perry		MDV	\$1,400
17	03.01311.61	KB Homestead Properties II LLC		MDV	\$1,400
18	03.00268.20	Kristine Hill		MDV	\$1,400
19	03.00462.00	Bradley & Maria Anderson	Combine with 20	MDV	\$1,400
20	03.00459.10	Bradley & Maria Anderson	Combine with 19	MDV	\$1,400
21	03.00459.70	Blaine & Nancy Cooper		MDV	\$1,400
22	03.00460.00	Jason Raasch		MDV	\$1,400
23	03.00461.00	Patrica Busse		MDV	\$1,400
24	03.00455.00	Jack & Linda Sprinkel	Combine with 26	MDV	\$1,400
26	03.00458.00	Jack & Linda Sprinkel	Combine with 24	MDV	\$1,400
25	03.00457.00	Putz Family Trust		MDV	\$1,400
27	03.00443.00	Timothy Meyer	2 entrances, if one is closed this will become an uncomplicated	MDV	\$1,400
28	03.00445.00	Robert & Brenda Anderson		MDV	\$1,400
29	03.00445.01	Dwight & Kimberly Rajol	landscaping barrier	MDV	\$1,400
30	03.00447.00	Wendy Ritchison		MDV	\$1,400
31	03.00445.02	Bruce & Lori Fitzwater		MDV	\$1,400
32	03.00449.20	Lawrence & Karen Knudson		MDV	\$1,400
33	03.00452.10	Jon Holte		MDV	\$1,400
34	03.00441.11	KB Homestead Properties II LLC		MDV	\$1,400
35	03.00441.16	Douglas & Wendy McClure		MDV	\$1,400
36	03.00441.00	Scott & Corinne Ferguson		MDV	\$1,400
37	03.01110.00	Thomas & Michele Peterson		MDV	\$1,400
38	03.00438.00	Staci Zuspann	House close to ROW, Proximity damages	FULL B/A	\$4,500
39	03.01110.04	Ryan Wellcome	proximity issues	MDV	\$1,400
40	03.00453.20	Ernest Cegla	Severance on NW corner remainder across highway	MDV	\$1,400
41	03.00440.00	Make Properties LLC		MDV	\$1,400
	03.00440.01	Mark Rand		MDV	\$1,400
42	03.00439.10	Scott Matti		MDV	\$1,400
43	03.00439.20	Claudius & P Haapoja-Toussaint		MDV	\$1,400
44	03.00439.00	Kemp Ritter & Joy Larsen	House close to ROW, proximity damages	FULL B/A	\$4,500
45	03.00423.00	Joseph Skolte		MDV	\$1,400
46	03.00426.00	Mitch & Sarah Laska	House close to ROW, proximity damages and losing turn-around	FULL B/A	\$4,500
47	03.00429.00	Ronald Tollefson Trust		MDV	\$1,400
48	03.00424.00	Kyle Kortba	House close to ROW, proximity damages	FULL B/A	\$4,500
49	03.00425.00	Matthew Duong	ROW goes over the house & deck	FULL B/A	\$4,500
50	03.00432.40	Jeremiah Gren		MDV	\$1,400

Prelim Parcel #	PID	Owner	Comments	Appraisal Type	Fee
51	03.00432.00	Benjamin & Alesha Sheehan		MDV	\$1,400
	03.00433.02	Troy Neyhart		MDV	\$1,400
52	03.00433.00	Brian Zengler		MDV	\$1,400
53	03.00431.00	Michale & Ruth Olsen	landscaping barrier	UNC	\$2,800
54	03.00432.30	Jon & Ann Feeberg	House close to ROW, proximity damages	FULL B/A	\$4,500
55	03.00432.20	Erik Helberg		MDV	\$1,400
56	03.00436.00	Gary & Rosanne Johnson		MDV	\$1,400
57	03.00434.10	Natasha Lara Lee		MDV	\$1,400
58	03.00435.00	Martha & Michael Kruse		MDV	\$1,400
59	03.00434.00	Robert & Rachel Blaisdell		MDV	\$1,400
60	03.00402.00	Suzanne Snow	It appears you already have ROW-If not this will be a full	MDV	\$1,400
61	03.00421.00	Chris Johnson		MDV	\$1,400

\$106,800

53 MDV appraisals (this could change upon viewing, but would be only a few)

2 Uncomplicated

6 full Before and After

Placement of ponds would impact some appraisals and they may need to be upgraded to an Uncomplicated from an MDV.

**PROFESSIONAL AND TECHNICAL SERVICES CONTRACT
(ROW Acquisition Services/ CSAH 10 Reconstruction Project)**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and WSB, 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416, 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 professional and technical acquisition services for the CSAH 10 Reconstruction Project; and

WHEREAS, the CONTRACTOR has provided the County with a proposal and cost estimate in which it made representations to the County 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 March 16, 2023, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until April 1, 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. **CONTRACT TERMS AND CONDITIONS AND RESPONSIBILITIES.** The terms and conditions of this contract shall consist of the provisions of this Contract and those provisions set forth in the proposal of CONTRACTOR, dated February 3, 2022, a copy of which is attached hereto and incorporated herein as **Attachment A**. To the extent that provisions of **Attachment A** may be inconsistent or conflict with those contained in this Contract shall prevail.
 - A. **CONTRACTOR's Duties.** CONTRACTOR shall perform those tasks described in **Attachment A**.
 - B. **County's Duties.** County shall perform those responsibilities required of the County as set forth herein.
- 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 not exceed Three Hundred Fifty-Six Thousand, Five Hundred Thirty-Six and 00/100 Dollars (\$356,536.00) pursuant to **Attachment A**.

B. Terms of Payment.

CONTRACTOR will invoice the County for services provided at the hourly rate for each employee. 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.

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

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

Name: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Rd., Rm 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: Joe.Triplett@chisagocounty.us
Fax: (651) 213-8772

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

Name:
Company: WSB
Address: 701 Xenia Avenue S., Suite 300, Minneapolis, MN 55416
Telephone:
E-Mail: _____@wsbeng.com

V. CANCELLATION AND TERMINATION.

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

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

- VI. **ASSIGNMENT AND ASSUMPTION.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. In the event of assignment, CONTRACTOR shall remain responsible for the performance of all tasks until released through an assumption agreement executed by the County, the CONTRACTOR and CONTRACTOR's assignee.
- VII. **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.
- VIII. **INSURANCE.**
- A. *Workers' Compensation.* CONTRACTOR certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The CONTRACTOR's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
- B. *General Liability Insurance.* CONTRACTOR is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by the CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by the CONTRACTOR under the contract. Insurance minimum limits are as follows:
- \$500,000 per claim; \$1,500,000 per occurrence; \$3,000,000 annual aggregate
- C. *Professional Liability Insurance. (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. Said policies 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. *Certificates of Insurance.* CONTRACTOR shall name County as an additional insured on the above insurance coverages and CONTRACTOR shall provide the County with a certificate of insurances naming the County as an additional insured on the above coverages and amounts prior to commencing work under this Agreement.

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

X. **MINNESOTA STATUTE §181.59.**

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

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason 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.

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

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

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

A. County shall own all rights, title and interest in all of the materials 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.

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

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

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

- XIII. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XIV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **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.
- XVIII. **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 found on page 7)

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

APPROVED:

1. CONTRACTOR - WSB

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

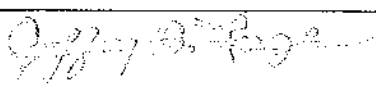
AUTHORIZED AND APPROVED:

By:
Ben Montzka, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina L. Vollrath, Clerk to the Board
Date:

REVIEWED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: March 7, 2023

Chisago County Request For Board Action

Meeting Date: March 15, 2023	Item Number: 7
Title of Item for Consideration: Professional Services Contracts with American Engineering Testing, Inc. for Engineering Services for CSAH 10 and CSAH 16	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires the assistance American Engineering Testing, Inc., for subsurface work (corings, borings, GPR, etc) for the CSAH 10 Reconstruction Project and the CSAH 16 Reconditioning Project. Attachment(s): Professional Services Agreements	
Action Requested/Recommended: The County Board is respectfully requested to approve the Professional Services Contracts with American Engineering Testing, Inc. for Engineering Services for CSAH 10 and CSAH 16. The following motion is suggested: <i>“Move to approve the Professional Services Contracts with American Engineering Testing, Inc. for Engineering Services for CSAH 10 and CSAH 16 at tonight’s meeting.”</i>	
Implications of Action: Will allow Public Works to work with AET to perform required subsurface work in order to design the CSAH 10 and 16 Projects. Budget/Financial Implications: Contract services will be paid from 03-320-6273. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

**PROFESSIONAL & TECHNICAL SERVICES CONTRACT
(CSAH 10 Reconstruction Project)**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and American Engineering Testing, Inc., 550 Cleveland Avenue, N., St. Paul, MN 55114-1804, 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 geotechnical engineering and pavement exploration services for the CSAH 10 Reconstruction Project contemplated for the 2024 construction season.

WHEREAS, the CONTRACTOR has submitted a proposal for geotechnical engineering and pavement exploration services as it relates to the CSAH 10 Reconstruction Project and therein 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 March 16, 2023, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until February 28, 2024 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT DOCUMENTS AND MERGER.** This professional services contract consists of this Professional and Technical Services Contract and the proposal of CONTRACTOR dated March 1, 2023, which is attached hereto and incorporated herein as **Attachment A**. Together the contract constitutes the agreement of the parties. To the extent that terms of the Professional and Technical Services Agreement conflict with the terms contained in Attachment A, the terms of the Professional and Technical 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 as set forth in the B, which is attached hereto and incorporated herein as **Attachment A**.
 - B. CONTRACTOR shall perform those duties and responsibilities required of the CONTRACTOR as set forth and described in **Attachment A**.

IV. **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 Eighty-Two Thousand Six Hundred Thirty-three and No/100 Dollars (\$82,633.00), pursuant to **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: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Road, Room 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: Joe.Triplett@chisagocounty.us
Fax: (651) 213-8772

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

Name: Megan J. L. Hoppe
Company: **American Engineering Testing, Inc**
Address: 550 Cleveland Avenue, N., St. Paul, MN 55114-1804
Telephone: (612) 685-6432
E-Mail: mhoppe@amengtest.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.** The CONTRACTOR will maintain through the performance of this contract insurance coverages in kinds and in minimum limits set forth in Section 9 of Attachment A. The CONTRACTOR will name the County as an additional insured as therein provided 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.

XIII. **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.

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

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney

General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

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

- XIV. **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.
- 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.
- XVIV. **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.

(Remainder of Page Intentionally Left Blank. Signatures found on Page 7.)

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

APPROVED:

1. CONTRACTOR – American Engineering Testing, Inc.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

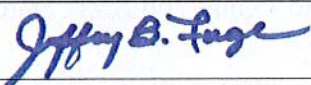
APPROVED:

By:
Ben Montzka, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

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

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: March 7, 2023

March 1, 2023



Chisago County Public Works Department
313 N Main St, Room 400
Center City, Minnesota 55012

Attn: Ben Hobert
Ben.hobert@chisagocountymn.gov

Re: Proposal for Geotechnical and Pavement Exploration
CSAH 10 Reconstruction
Isanti County Line to CSAH 30
Chisago County, Minnesota
AET Proposal No. P-0020766

Dear Mr. Hobert:

Thank you for the opportunity to provide a proposal for geotechnical and pavement exploration services for roadway improvements in Chisago County, Minnesota. This proposal presents our understanding of the project, an outline of the scope of services we are to provide, anticipated schedule, and an estimate of our fees.

1.0 PROJECT INFORMATION

We understand Chisago County is proposing improvements along CSAH 10 between the Isanti County Line and CSAH 30 in Chisago County, Minnesota, with the project tentatively designed and constructed in three segments:

1. Isanti County Line to CSAH 8 (4.1 miles)
2. CSAH 8 to CR 64 (3.2 miles)
3. CR 64 to CSAH 30 (1.4 miles)

Segments 1 and 2 will be reconstructed and Segment 3 will likely be reconditioned. However, recommendations regarding Segments 2 and 3 were not requested as part of this project and, an additional exploration will likely be performed for these Segments.

Segment 1 will be widened from 28 feet to 40 feet, which will require approximately 6 feet of widening on both sides. The new road section will consist of 12-foot-wide lanes and 8-foot-wide paved shoulders. Some flattening of vertical and horizontal curves will also be performed. Finally, the construction of turn lanes at many intersecting streets is proposed.

Segment 1 will also include up to three infiltration ponds. The depths and locations of these are not known. However, we understand the proposed bottom of pond elevations will be less than 13 feet below existing ground surface.

2.0 SCOPE OF SERVICES

Based on your email request and our subsequent discussion, our proposed scope will include ground penetrating radar (GPR), 4-inch or 6-inch diameter pavement cores, and soil borings throughout all three Segments. Soil borings in Segment 1 will include Standard Penetration Test (SPT) borings ranging from 6 to 14.5 feet deep in existing pavement and off-road areas. The soil borings in Segments 2 and 3 will be limited to shallow flight auger (FA) borings or hand auger borings at the pavement core locations.

550 Cleveland Avenue North | Saint Paul, MN 55114

Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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2.1 Ground Penetrating Radar (GPR) Survey

Type text here

We will perform a GPR survey in both drive lanes throughout all 3 Segments, as well as the shoulders with Segment 3, for a total of approximately 20.2 lane-miles. The data will be collected at a rate of 4 scans per foot (3-inch intervals), using a 2 GHz antenna and GSSI Roadscan equipment, which allows material layer measurements at depths of up to 18 inches. The GPR data collection system is linked to GPS coordinates.

2.2 Pavement Cores and Soil Borings

Based on preliminary review of the GPR data, we will select on-road locations for sampling to calibrate the GPR layer thicknesses. The field sampling will include the following:

- Mark pavement core and soil boring locations in the field.
- Arrange clearance of underground public utilities through the Gopher State One Call system.
- Provide for traffic control operations in accordance with the Minnesota Temporary Traffic Control Field Manual 2018.
- Segment 1
 - 7 Drive Lane locations-collect pavement cores and perform SPT borings to depths ranging from 6 feet to 14.5 feet at each location.
 - 32 Widening locations-perform SPT borings to depths of 14.5 feet.
 - 3 Pond locations-perform 2 SPT borings per location (6 total) to depths of up to 16 feet.
- Segment 2
 - 4 Drive Lane locations-collect pavement cores and auger borings through the aggregate base or to a maximum depth of 2 feet at each location.
- Segment 3
 - 2 Drive Lane locations-collect pavement cores and perform auger borings through the aggregate base or to a maximum depth of 2 feet at each location.
 - 4 Shoulder locations- collect pavement cores and perform auger borings through the aggregate base or to a maximum depth of 2 feet at each location.
- Backfill the boreholes and patch the surface with bituminous cold mix.
- Document the boring and core locations by using GPS equipment with submeter accuracy.

Prior to drilling, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. The marking of private utilities must be arranged by the property owner prior to our drill crew mobilization. See our discussion regarding **UNDERGROUND UTILITIES** later in this proposal.

Traffic control operations will be provided in accordance with the Minnesota Temporary Traffic Control Field Manual 2018. The 2017 AADTs for these roadway segments vary from about 2650 to 3550. For all borings and cores performed in the drive lanes, we plan to use Layout 16, which includes the use of two flaggers, as well as signs and cones. For the borings and cores in the paved shoulders, we will use Layout 8, which includes signs and cones. No traffic control is planned for borings performed off the pavement.

We will drill the SPT borings using hollow stem augers or by rotary mud drilling, with sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. We will collect samples at 2.5-foot intervals to the termination depths. In infiltration pond borings will be sampled continuously at 2-foot intervals the full boring depth. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.



We will backfill the boreholes to comply with MDH requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume the owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

2.3 Monitoring Well Installation and Sealing

One monitoring well (standpipe piezometer) will be installed at each proposed infiltration pond (at one of the SPT boring locations), for a total of 3 monitoring wells. The screen bottoms will be set near the pond boring termination depths of 16 feet. The well screen will be 5 to 10 feet long, depending on proposed pond depth, and consist of No. 10 slot screen. The sand pack around the screen will be Red Flint Sand and Gravel or equivalent material. The riser pipes will be 2-inch diameter PVC.

The monitoring well will have a steel protective casing (pro-top) that will stand approximately 2 to 3 feet above the ground surface. The pro-top will utilize a 6-inch diameter ASTM Schedule 40 steel pipe, 7 feet in length, and will have a locking cap. We understand the County will perform water level readings.

AET will submit the required permitting for the monitoring well installation. AET has included fees to seal the monitoring well upon the completion of monitoring, at a time to be determined by the County. These fees will be valid provided the well sealing request is made within 20-months of installation. A new agreement and additional fees may be required if well sealing occurs after this 20-month period.

2.4 Laboratory Logging & Testing

Each of the recovered samples will be returned to our lab for visual/manual classification of the soils according to the Unified Soils Classification and AASHTO Soil Classification Systems. Our services will include mechanical laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have estimated to perform moisture content tests on all fine-grained soils, as well as material finer than the No. 200 sieve and sieve analysis tests. We will also perform up to 3 Standard Proctor and R-value tests.

The pavement cores will be returned to our laboratory, where they will be measured and photographed showing the measurement.

2.5 Report

Upon completion of the GPR survey, field exploration, and soil laboratory testing, we will prepare a report which will include the following for all three segments:

- Descriptions of drilling, GPR, sampling, testing, and classification methods.
- Figures illustrating the final sampled locations.
- Analysis of the GPR data for bituminous and possible aggregate base thicknesses using the data obtained by the pavement cores to calibrate layer thicknesses.
- GPR summaries and plots of pavement thickness and aggregate base thickness.
- Subsurface boring logs, including thickness of the encountered pavement, aggregate base, and/or topsoil; USCS and AASHTO soil types; measured water levels; and laboratory test results.
- Pavement core log reports to include photographs, measurements, condition, and sampling location information.

In addition, for Segment 1 we will present the following:

- An outline of our understanding of the proposed construction.
- Grading procedures to construct the new alignment and widened embankments, including soil correction excavations, fill types, and compaction levels.



- Design and construction of the reconstructed portion of the roadway, including subgrade preparation or improvement, soil correction, sand subbase, and drainage.
- Recommended subgrade R-value for pavement design based on the grading and subgrade preparation recommendations as well as the laboratory testing performed.
- Recommendations for crossing culverts including excavations, bedding, backfill material types, compaction, and frost tapers.
- Hydrologic soil group and estimated soil infiltration rates based on the soil types encountered in the applicable borings, the laboratory index testing performed, using the Kozeny-Carman equation (if applicable), and the Minnesota Stormwater Manual.
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations.

3.0 SCHEDULE

Weather permitting and based on our current backlog, we anticipate the GPR survey can be completed within three weeks following authorization to proceed. The GPR survey cannot be performed on wet pavements or on snow/ice-covered pavements. Some allowance in the schedule may be required to accommodate roadway conditions.

The drilling and pavement coring can be completed within four to five weeks following authorization to proceed. We anticipate that the report will be submitted within three to four weeks following the field exploration.

4.0 FEES

The scope of services defined above will be performed on a time and materials basis in accordance with the attached Fee Estimate. For this scope of services, we have estimated the fees for each of the following tasks:

1. Layout and Utility Clearance	\$ 3,210
2. Geotechnical Field Services	\$34,940
3. Monitoring Well Installation and Sealing (includes pond borings)	\$17,727
4. Ground Penetrating Radar	\$ 5,940
5. Traffic Control	\$ 6,900
6. Laboratory Testing	\$ 6,596
7. Project Management and Reporting	\$ 7,320
Total	\$82,633

If organics are encountered at the planned termination depths of the SPT soil borings, the borings will extend at least 5 feet into the underlying material at a unit rate of \$35 per foot to depths of up to 50 feet.

In the event the scope of our services needs to be revised, such as additional or deeper borings and additional field or laboratory testing, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding. Additional services will be charged in accordance with the attached fee schedule. Our fees will be in effect for thirty days following the date of this proposal, and fees for services authorized after this expiration date will be subjected to review and possible escalation.

5.0 UNDERGROUND UTILITIES

Prior to drilling, we will contact Gopher State One Call to locate public underground utilities; however, Gopher State One Call will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and



electric and data lines between buildings. **Gopher State One Call states that the property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans, and/or records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

6.0 MINNESOTA DEPARTMENT OF HEALTH FEES

The Minnesota Department of Health (MDH) changed the borehole sealing and notification requirements July 1, 2019. Projects that span multiple properties require multiple notifications.

- For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion, and the MDH requires that a Sealing Record be submitted to the MDH, with a copy to you and the Property Owner, after the borings are completed.
- For borings extended to a depth of 25 feet or deeper, all licensed drilling companies must submit written notification to the MDH prior to drilling, along with a fee of \$75.
- For monitoring wells installed to a depth of 15 feet or deeper and left in place longer than 3 days, the MDH requires a Well Construction Notification be submitted, along with a fee of \$275.

The above fee estimate for our geotechnical services includes MDH fees for up to 3 monitoring wells. It does not include MDH boring notification fees, as none of the borings are proposed to be 25 feet or deeper. However, if the final boring depths extend to 25 feet or more, due to possible deep poor soil conditions, the final MDH fees (including an administrative charge of \$65 per notification) will be added to our final invoice to you.

The MDH Sealing Records and Notifications require the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). This information must be provided to us prior to drilling for any properties where the borings are planned to be 15 feet or deeper.

7.0 ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

8.0 TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

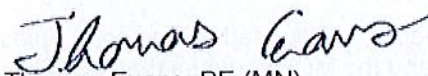


9.0 ACCEPTANCE

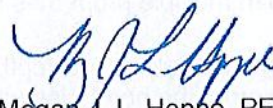
This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

We have enclosed with this proposal a copy of the "Environmental/Geotechnical Service Agreement – Terms and Conditions." The terms contained in the attached "Environmental/Geotechnical Service Agreement – Terms and Conditions" are incorporated herein and are an integral part of this contract for professional engineering services.

Sincerely,
American Engineering Testing, Inc.



Thomas Evans, PE (MN)
Engineer II
tevans@teamAET.com
Phone: (701) 690-9732

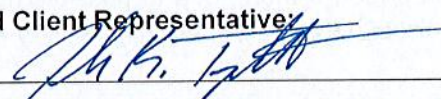


Megan J. L. Hoppe, PE (MN)
Senior Geotechnical Engineer
mhoppe@teamAET.com
Phone: (612) 685-6432

Attachments:

Fee Estimate
2023 Fee Schedule
2023 Environmental/Geotechnical Service Agreement

Authorized Client Representative

Signature: 

Printed Name: JOSEPH K TRIPLETT

Company: CHISTAGO COUNTY PUBLIC WORKS

PO No./Project No.: _____

Invoice email: _____

Date: 3/2/23

GEOTECHNICAL SERVICES FEE ESTIMATE
CSAH 10 IMPROVEMENTS AND GPR
ISANTI COUNTY LINE TO CSAH 30
CHISAGO COUNTY, MN
AET PROPOSAL No. P-0020766



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Layout & Utility Clearance			
Drilling Technician	16 hours	\$120.00	\$1,920.00
Auxiliary Vehicle Rental	16 hours	\$35.00	\$560.00
Auxiliary Vehicle Mileage	220 miles	\$1.50	\$330.00
GPS Equipment	2 days	\$200.00	\$400.00
Section Subtotal:			\$3,210.00
Geotechnical Field Services			
Hourly Drilling	152 hours	\$120.00	\$18,240.00
Drilling Technician	19 hours	\$60.00	\$1,140.00
Auxiliary Vehicle with Coring Equipment Rental	19 hours	\$110.00	\$2,090.00
Truck with Drill Rig Rental	57 hours	\$144.00	\$8,208.00
Rotary Drill on All-Terrain Vehicle Rental	57 hours	\$35.00	\$1,995.00
Auxiliary Vehicle Rental	220 miles	\$1.50	\$330.00
Auxiliary Vehicle with Coring Equipment Mileage	220 miles	\$1.80	\$396.00
Truck with Drill Rig Mileage	660 miles	\$2.35	\$1,551.00
Tractor with Lowboy Trailer Mileage	660 miles	\$1.50	\$990.00
Auxiliary Vehicle Mileage	Section Subtotal:		
			\$34,940.00
Monitoring Well Installation and Sealing			
Monitoring Well Installation (includes 6 pond borings)	48 hours	\$120.00	\$5,760.00
Drilling Technician	24 hours	\$35.00	\$840.00
Auxiliary Vehicle Rental	24 hours	\$144.00	\$3,456.00
Rotary Drill on All-Terrain Vehicle Rental	330 miles	\$1.50	\$495.00
Auxiliary Vehicle Mileage	330 miles	\$2.35	\$775.50
Tractor/Lowboy Trailer Mileage	3 each	\$275.00	\$825.00
MDH Well Construction Notification	3 each	\$600.00	\$1,800.00
2" Well Materials (includes pro-top)	Section Subtotal:		
			\$17,727.00
Monitoring Well Sealing			
Drilling Technician	16 hours	\$120.00	\$1,920.00
Auxiliary Vehicle Rental	8 hours	\$35.00	\$280.00
Rotary Drill on All-Terrain Vehicle Rental	8 hours	\$144.00	\$1,152.00
Auxiliary Vehicle Mileage	110 miles	\$1.50	\$165.00
Tractor/Lowboy Trailer Mileage	110 miles	\$2.35	\$258.50
Section Subtotal:			\$3,715.50
Ground Penetrating Radar			
Technician, Level II	8 hours	\$110.00	\$880.00
GPR Vehicle Rental	1 day	\$850.00	\$850.00
GPR Vehicle Mileage	140 miles	\$1.50	\$210.00
Geologist I	25 hours	\$160.00	\$4,000.00
Section Subtotal:			\$5,940.00
Traffic Control			
Traffic Control Subcontractor	1 lump	\$6,000.00	\$6,000.00
Traffic Control Signs Rental	6 days	\$150.00	\$900.00
Section Subtotal:			\$6,900.00
Laboratory			
Classification	13 hours	\$130.00	\$1,690.00
ASTM D6913 Sieve Analysis of Soils	6 tests	\$127.00	\$762.00
ASTM D1140 Material Finer than No. 200 Sieve in Soils	5 tests	\$61.00	\$305.00
ASTM D422 Particle Size Analysis of Soils (includes gradation)	3 tests	\$250.00	\$750.00
ASTM D2974 Moisture, Ash, and Organic Material of Peat & Organic Soils	10 tests	\$90.00	\$900.00
ASTM D2166 Unconfined Compressive Strength of Cohesive Soil	2 tests	\$127.00	\$254.00
ASTM D2884 R-value of Compacted Soils by Hvem Stabilmeter	3 tests	\$470.00	\$1,410.00
ASTM D698 Standard Proctor	3 tests	\$175.00	\$525.00
Section Subtotal:			\$5,596.00
Project Management & Reporting			
Project Administrator	9 hours	\$80.00	\$720.00
Engineer II	25 hours	\$180.00	\$4,500.00
Senior Engineer	10 hours	\$210.00	\$2,100.00
Section Subtotal:			\$7,320.00
ESTIMATED BUDGET			\$82,633.00

2023 GEOTECHNICAL FEE SCHEDULE

I. Personnel Hourly Rates

A. Project Administrator	80.00/hr.
B. Engr. or Env. Technician I	95.00/hr.
C. Engr. or Env. Technician II	110.00/hr.
D. Drill Technician/Geo Lab Technician	120.00/hr.
E. Engr. or Env. Technician III	130.00/hr.
F. Engineering Assistant	150.00/hr.
G. Engineer I/Geologist I	160.00/hr.
H. Senior Engineering Assistant	160.00/hr.
I. Engineer II/Geologist II	180.00/hr.
J. Senior Engineer/Geologist	210.00/hr.
K. Principal Engineer/Geologist	250.00/hr.
L. Principal of Firm	280.00/hr.

II. Vehicle Mileage

A. Personal Automobile/Truck	1.25/mile
B. Auxiliary Vehicle Mileage	1.50/mile
C. Truck with Warning Sign/Crash Trailer	1.60/mile
D. Truck with Drill Rig	1.80/mile
E. CPT Truck Rig (20-ton push capacity)	2.10/mile
F. Tractor/Lowboy Trailer	2.35/mile

III. Equipment Rental

A. Drill Rig Rental	
1. Rotary Drill on Truck	110.00/hr.
2. Rotary Drill on All-Terrain Vehicle	144.00/hr.
3. Portable, Non-rotary Rig	107.00/hr.
B. Auxiliary/Specialty Vehicle and Equipment Rental	
1. Auxiliary Truck Vehicle	35.00/hr.
2. Truck with Warning Sign/Crash Trailer	52.00/hr.
3. Coring Equipment	60.00/hr.
C. Cone (CPT) Rig/Equipment Rental	
1. CPT Rig (Truck or ATV)	188.00/hr.
2. Electronic Cone w/Computer	57.75/hr.
3. Soil Sampler	9.35/hr.
4. Water Sampler	25.25/hr.
D. Miscellaneous Equipment Rental	
1. Field Vane Shear	385.00/day
2. Field Electrical Resistivity	308.00/day
3. Field Seismic Shear Wave (ReMi)	500.00/day
4. Inclinometer Reading Equipment	400.00/day
5. Electronic Transducer Reading	209.00/day
6. Bore Hole Permeability	
a. Open End Casing Method	161.50/day
b. HQ Wireline Packer	404.25/day
7. Borehole Pressuremeter	93.50/hr.
8. Iowa Borehole Shear Tester	385.00/day
9. Double Ring Infiltrometer	320.00/day
10. MPD Infiltrometer	320.00/day
11. GPS Mapping System	200.00/day
12. Pile Driving Analyzer (PDA)	787.50/day
13. Calibrated SPT Rod	264.00/day
14. Pile Integrity Test (PIT)	420.00/day
E. Geotechnical Software Rental	
1. Geo Studio Finite Element	99.00/hr.
2. CAPWAP	53.00/hr.
3. Wave Equation (WEAP)	40.00/hr.
4. LPILE or GROUP	40.00/hr.
5. Slope Stability (ReSSA)	40.00/hr.
6. Stabilized Earth Slopes & Walls	40.00/hr.
7. Settlement (FoSSA)	40.00/hr.
F. Bit Wear- Rock Coring	
1. Diamond Bit - Sedimentary Rock	
a) B, HQ, NQ	18.75/foot
2. Diamond Bit - Metamorphic & Igneous	
a) B, HQ, NQ	28.50/foot

IV. Laboratory Tests of Soil

A. Water Content	15.00/test
B. Dry Density (includes water content)	90.00/test
C. Atterberg Limits (ASTM:D4318)	
1. Plasticity Index	141.00/test
2. Liquid Limit or Plastic Limit Separately	128.00/test
D. Sieve Analysis (includes #200)	130.00/test
E. Materials Finer than #200 Sieve	65.00/test
F. Hydrometer Analysis (sieve included)	250.00/test
G. Thermal Resistivity w/Proctor (ASTM:D5334)	
1. As Received and Oven Dried (2 pts)	1050.00/test
2. Dry Out Curve (4 pts)	1305.00/test
H. Electrical Resistivity	
a) ASTM:G57 or G187	124.00/test
b) AASHTO T 288	245.00/test
I. Corrosion/Concrete Attack Series*	price upon request
J. Consolidation (up to 32 tsf)	
1. With P-e curves only	590.00/test
2. With P-e curves, time curves	725.00/test
J. Unconfined Compression (incl. wd/density)	127.00/test
K. Hand Penetrometer	17.50/test
L. Organic Content of Soil	115.00/test
M. Topsoil Borrow Test (Mn/DOT 3877)	325.00/test
N. R-value (Hveem Stabilometer)	470.00/test
O. California Bearing Ratio	
1. Granular	750.00/test
2. Cohesive	855.00/test
P. Proctor Tests (Methods A or B)	
1. Standard	175.00/test
2. Standard (Cohesive)	200.00/test
3. Modified	180.00/test
4. Modified (Cohesive)	200.00/test
Q. Thin-Walled Tube Samples	
1. Sample Extrusion	27.50/each
2. Sampler Replacement	30.00/each

*includes pH, chloride ion, soluble sulfates, sulfides, redox potential (resistivity not included).

V. Expenses

A. Borehole Grouting - Bentonite Grout	2.00/foot
B. Borehole Grouting - Neat Cement Grout	10.00/foot
C. Direct Project Expenses: includes out-of-town per diem; plowing & towing; special materials & supplies; special travel, transportation & freight; subcontracted services, and miscellaneous costs	Cost + 15%
D. Equipment Replacement (when abandonment is more feasible than recovery)	Cost
E. Equipment Recovery (when required by regulatory agencies or project specifications)	Cost + 15%

The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.

Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of \$30.00 per person per shift.

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions ("terms and conditions") is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein "Services" refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET's sole responsibility under this section will be to contact the state "call before you dig" notification center (e.g. Gopher State One Call In Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 - SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 -

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

11.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

**PROFESSIONAL & TECHNICAL SERVICES CONTRACT
(CSAH 16 Reconditioning Project)**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and American Engineering Testing, Inc., 550 Cleveland Avenue, N., St. Paul, MN 55114-1804, 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 geotechnical engineering and pavement exploration services for the reconditioning project on CSAH 16 contemplated for the 2024 construction season.

WHEREAS, the CONTRACTOR has submitted a proposal for geotechnical engineering and pavement exploration services as it relates to the CSAH 10 Reconstruction Project and therein 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 March 16, 2023, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until February 28, 2024 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT DOCUMENTS AND MERGER.** This professional services contract consists of this Professional and Technical Services Contract and the proposal of CONTRACTOR dated March 1, 2023, which is attached hereto and incorporated herein as **Attachment A**. Together the contract constitutes the agreement of the parties. To the extent that terms of the Professional and Technical Services Agreement conflict with the terms contained in Attachment A, the terms of the Professional and Technical 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 as set forth in the B, which is attached hereto and incorporated herein as **Attachment A**.
 - B. CONTRACTOR shall perform those duties and responsibilities required of the CONTRACTOR as set forth and described in **Attachment A**.

IV. **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 Thirteen Thousand Seven Hundred Ninety-two and No/100 Dollars (\$13,792.00), pursuant to **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: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Road, Room 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: Joe.Triplett@chisagocounty.us
Fax: (651) 213-8772

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

Name: Megan J. L. Hoppe
Company: **American Engineering Testing, Inc**
Address: 550 Cleveland Avenue, N., St. Paul, MN 55114-1804
Telephone: (612) 685-6432
E-Mail: mhoppe@amengtest.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.** The CONTRACTOR will maintain through the performance of this contract insurance coverages in kinds and in minimum limits set forth in Section 9 of Attachment A. The CONTRACTOR will name the County as an additional insured as therein provided 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.

XIII. **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.

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

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney

General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

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

- XIV. **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.
- 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.
- XIV. **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.

(Remainder of Page Intentionally Left Blank. Signatures found on Page 7.)

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

APPROVED:

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

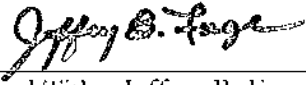
APPROVED:

By:
Ben Montzka, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

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

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: March 7, 2023



March 1, 2023

Chisago County Public Works Department
313 N Main St, Room 400
Center City, Minnesota 55012

Attn: Ben Hobert
Ben.hobert@chisagocountymn.gov

Re: Proposal for Geotechnical and Pavement Exploration
CSAH 16 Improvements
CSAH 12 to CR 71
Chisago County, Minnesota
AET Proposal No. P-0020765

Dear Mr. Hobert:

Thank you for the opportunity to provide a proposal for geotechnical and pavement exploration services for roadway improvements in Chisago County, Minnesota. This proposal presents our understanding of the project, an outline of the scope of services we are to provide, anticipated schedule, and an estimate of our fees.

1.0 PROJECT INFORMATION

We understand the County is proposing full depth reclamation (FDR) for the segment of County State Aid Highway (CSAH) 16 between CSAH 12 and County Road (CR) 71 in Chisago County, Minnesota.

2.0 SCOPE OF SERVICES

Based on your email request, our proposed scope will include ground penetrating radar (GPR) of the drive lanes, pavement cores and shallow auger borings, limited laboratory testing, and a data report. No recommendations have been requested for this project.

2.1 Ground Penetrating Radar (GPR) Survey

We will perform a GPR survey of both drive lanes, for a total of approximately 14.8 lane-miles. The data will be collected at a rate of 4 scans per foot (3-inch intervals), using a 2 GHz antenna and GSSI Roadscan equipment, which allows material layer measurements at depths of up to 18 inches. The GPR data collection system is linked to GPS coordinates.

2.2 Pavement Cores and Soil Borings

Based on preliminary review of the GPR data, we will select 8 locations for sampling to calibrate the GPR layer thicknesses. The field sampling will include the following:

- Mark 8 pavement core/soil boring locations in the drive lanes.
- Arrange clearance of underground public utilities through the Gopher State One Call system.
- Provide traffic control during field sampling in accordance with the Minnesota Temporary Traffic Control Field Manual 2018.
- Collect a 4-inch or 6-inch diameter pavement core at each location.
- Perform a flight auger (FA) or hand auger boring at each location through the aggregate base or to a maximum depth of 2 feet.
- Backfill the boreholes and patch the surface with bituminous cold mix.
- Document the sample locations by using GPS equipment with submeter accuracy.

550 Cleveland Avenue North | Saint Paul, MN 55114

Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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Prior to drilling, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. The marking of private utilities must be arranged by the property owner prior to our drill crew mobilization. See our discussion regarding **UNDERGROUND UTILITIES** later in this proposal.

We will provide for traffic control operations during performance of our pavement cores and soil borings. Based on the 2017 AADT of 295, we anticipate traffic control will be provided using Layout 4 within the Minnesota Temporary Traffic Control Field Manual 2018, which includes the use of one flagger, as well as signs and cones.

Our crew will keep field logs noting the methods of drilling and sampling, preliminary soil classification, and observed groundwater levels, if encountered. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We will backfill the boreholes to comply with MDH requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume the County will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

2.3 Laboratory Logging & Testing

Each of the recovered samples will be returned to our lab for visual/manual classification of the soils according to the Unified Soils Classification and the AASHTO Soil Classification Systems. Our services will include mechanical laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have estimated to perform moisture content tests on all soils and up to two sieve analyses tests on aggregate base materials.

The pavement cores will be returned to our laboratory, where they will be measured and photographed showing the measurement.

2.4 Report

Upon completion of the field exploration and soil laboratory testing, we will prepare a data report, which will include the following:

- An outline of our understanding of the proposed construction.
- Descriptions of GPR, drilling, sampling, testing, and classification methods.
- Figures illustrating the final sample locations.
- Analysis of the GPR data for bituminous and possible aggregate base thicknesses using the data obtained by the pavement cores to calibrate layer thicknesses.
- GPR summaries and plots of pavement thickness and aggregate base thickness.
- Pavement core logs including photographs, measurements, condition, and sample location information.
- Subsurface boring logs, including thickness of the encountered pavement and aggregate base; USCS and AASHTO soil types; measured water levels; and laboratory test results.

3.0 SCHEDULE

Weather permitting and based on our current backlog, we anticipate the GPR survey can be completed within three weeks following authorization to proceed. The GPR survey cannot be performed on wet pavements or on snow/ice-covered pavements. Some allowance in the schedule may be required to



accommodate roadway conditions. The drilling and pavement coring can be completed within four to five weeks following authorization to proceed. We anticipate that the report will be submitted within three to four weeks following the field exploration.

4.0 FEES

The scope of services defined above will be performed on a time and materials basis in accordance with the attached Fee Estimate. For this scope of services, we have estimated the fees for each of the following tasks:

1. Layout and Utility Clearance	\$ 1,140
2. Geotechnical Field Services	\$ 3,643
3. Ground Penetrating Radar	\$ 3,475
4. Traffic Control	\$ 3,000
5. Laboratory	\$ 514
6. Project Management and Reporting	\$ 2,020
Total	\$13,792

In the event the scope of our services needs to be revised, such as additional or deeper borings and additional field or laboratory testing, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding. Additional services will be charged in accordance with the attached fee schedule. Our fees will be in effect for thirty days following the date of this proposal, and fees for services authorized after this expiration date will be subjected to review and possible escalation.

5.0 UNDERGROUND UTILITIES

Prior to drilling, we will contact Gopher State One Call to locate public underground utilities; however, Gopher State One Call will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **Gopher State One Call states that the property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans, and/or records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

6.0 ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.



7.0 TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

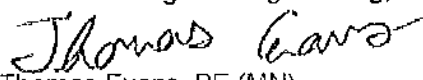
8.0 ACCEPTANCE

This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

We have enclosed with this proposal a copy of the "Environmental/Geotechnical Service Agreement – Terms and Conditions." The terms contained in the attached "Environmental/Geotechnical Service Agreement – Terms and Conditions" are incorporated herein and are an integral part of this contract for professional engineering services.

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have questions or need additional information, please contact us.

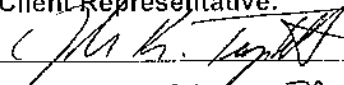
Sincerely,
American Engineering Testing, Inc.


Thomas Evans, PE (MN)
Engineer II
tevans@teamAET.com
Phone: (701) 690-9732


Megan J. L. Hoppe, PE (MN)
Senior Geotechnical Engineer
mhoppe@teamAET.com
Phone: (612) 685-6432

Attachments:
Fee Estimate
2023 Fee Schedule
2023 Environmental/Geotechnical Service Agreement

Authorized Client Representative:

Signature: 

Printed Name: JOSEPH K TRIPLETT

Company: CHISAGO COUNTY PUBLIC WORKS

PO No./Project No.:

Invoice email:

Date: 3/2/23

GEOTECHNICAL SERVICES FEE ESTIMATE
 CSAH 16 IMPROVEMENTS
 CSAH 12 TO CR 71
 CHISAGO COUNTY, MN
 AET PROPOSAL No. P-0020765



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Layout & Utility Clearance</i>			
Drilling Technician	5 hours	\$120.00	\$600.00
Auxiliary Vehicle Rental	5 hours	\$35.00	\$175.00
Auxiliary Vehicle Mileage	110 miles	\$1.50	\$165.00
GPS Equipment	1 day	\$200.00	\$200.00
Section Subtotal:			\$1,140.00
<i>Geotechnical Field Services</i>			
Hourly Drilling			
Drilling Technician	16 hours	\$120.00	\$1,920.00
Auxiliary Vehicle with Coring Equipment Rental	8 hours	\$60.00	\$480.00
Truck with Drill Rig Rental	8 hours	\$110.00	\$880.00
Auxiliary Vehicle with Coring Equipment Mileage	110 miles	\$1.50	\$165.00
Truck with Drill Rig Mileage	110 miles	\$1.60	\$176.00
Section Subtotal:			\$3,643.00
<i>Ground Penetrating Radar</i>			
Technician, Level II	4 hours	\$110.00	\$440.00
GPR Vehicle Rental	0.5 days	\$850.00	\$425.00
GPR Vehicle Mileage	140 miles	\$1.50	\$210.00
Geologist I	15 hours	\$160.00	\$2,400.00
Section Subtotal:			\$3,475.00
<i>Traffic Control</i>			
Traffic Control Subcontractor	1 lump	\$3,000.00	\$3,000.00
Section Subtotal:			\$3,000.00
<i>Laboratory</i>			
Classification	2 hours	\$130.00	\$260.00
ASTM D6913 Sieve Analysis of Soils	2 tests	\$127.00	\$254.00
Section Subtotal:			\$514.00
<i>Project Management & Reporting</i>			
Project Administrator	2 hours	\$80.00	\$160.00
Engineer II	8 hours	\$180.00	\$1,440.00
Senior Engineer	2 hours	\$210.00	\$420.00
Section Subtotal:			\$2,020.00
ESTIMATED BUDGET			\$13,792.00

2023 GEOTECHNICAL FEE SCHEDULE

I. Personnel Hourly Rates

A. Project Administrator	80.00/hr.
B. Engr. or Env. Technician I	95.00/hr.
C. Engr. or Env. Technician II	110.00/hr.
D. Drill Technician/Geo Lab Technician	120.00/hr.
E. Engr. or Env. Technician III	130.00/hr.
F. Engineering Assistant	150.00/hr.
G. Engineer I/Geologist I	160.00/hr.
H. Senior Engineering Assistant	160.00/hr.
I. Engineer II/Geologist II	180.00/hr.
J. Senior Engineer/Geologist	210.00/hr.
K. Principal Engineer/Geologist	250.00/hr.
L. Principal of Firm	280.00/hr.

II. Vehicle Mileage

A. Personal Automobile/Truck	1.25/mile
B. Auxiliary Vehicle Mileage	1.50/mile
C. Truck with Warning Sign/Crash Trailer	1.60/mile
D. Truck with Drill Rig	1.80/mile
E. CPT Truck Rig (20-ton push capacity)	2.10/mile
F. Tractor/Lowboy Trailer	2.35/mile

III. Equipment Rental

A. Drill Rig Rental	
1. Rotary Drill on Truck	110.00/hr.
2. Rotary Drill on All-Terrain Vehicle	144.00/hr.
3. Portable, Non-rotary Rig	107.00/hr.
B. Auxiliary/Specially Vehicle and Equipment Rental	
1. Auxillary Truck Vehicle	35.00/hr.
2. Truck with Warning Sign/Crash Trailer	52.00/hr.
3. Coring Equipment	60.00/hr.
C. Cone (CPT) Rig/Equipment Rental	
1. CPT Rig (Truck or ATV)	188.00/hr.
2. Electronic Cone w/Computer	57.75/hr.
3. Soil Sampler	9.35/hr.
4. Water Sampler	25.25/hr.
D. Miscellaneous Equipment Rental	
1. Field Vane Shear	385.00/day
2. Field Electrical Resistivity	308.00/day
3. Field Seismic Shear Wave (ReMi)	500.00/day
4. Inclinator Reading Equipment	400.00/day
5. Electronic Transducer Reading	209.00/day
6. Bore Hole Permeability	
a. Open End Casing Method	161.50/day
b. HQ Wireline Packer	404.25/day
7. Borehole Pressuremeter	93.50/hr.
8. Iowa Borehole Shear Tester	385.00/day
9. Double Ring Infiltrometer	320.00/day
10. MPD Infiltrometer	320.00/day
11. GPS Mapping System	200.00/day
12. Pile Driving Analyzer (PDA)	787.50/day
13. Calibrated SPT Rod	264.00/day
14. Pile Integrity Test (PIT)	420.00/day
E. Geotechnical Software Rental	
1. Geo Studio Finite Element	99.00/hr.
2. CAPWAP	53.00/hr.
3. Wave Equation (WEAP)	40.00/hr.
4. LPILE or GROUP	40.00/hr.
5. Slope Stability (ReSSA)	40.00/hr.
6. Stabilized Earth Slopes & Walls	40.00/hr.
7. Settlement (FoSSA)	40.00/hr.
F. Bit Wear- Rock Coring	
1. Diamond Bit - Sedimentary Rock	
a) B, HQ, NQ	18.75/foot
2. Diamond Bit - Metamorphic & Igneous	
a) B, HQ, NQ	28.50/foot

IV. Laboratory Tests of Soil

A. Water Content	15.00/test
B. Dry Density (includes water content)	90.00/test
C. Atterberg Limits (ASTM:D4318)	
1. Plasticity Index	141.00/test
2. Liquid Limit or Plastic Limit Separately	126.00/test
D. Sieve Analysis (includes #200)	130.00/test
E. Materials Finer than #200 Sieve	65.00/test
F. Hydrometer Analysis (sieve included)	250.00/test
G. Thermal Resistivity w/Proctor (ASTM:D5334)	
1. As Received and Oven Dried (2 pts)	1050.00/test
2. Dry Out Curve (4 pts)	1305.00/test
H. Electrical Resistivity	
a) ASTM:G57 or G187	124.00/test
b) AASHTO T 288	245.00/test
I. Corrosion/Concrete Attack Series*	price upon request
J. Consolidation (up to 32 tsf)	
1. With P-e curves only	590.00/test
2. With P-e curves, time curves	725.00/test
J. Unconfined Compression (incl. wc/density)	127.00/test
K. Hand Penetrometer	17.50/test
L. Organic Content of Soil	115.00/test
M. Topsoil Borrow Test (Mn/DOT 3877)	325.00/test
N. R-value (Hveem Stabilometer)	470.00/test
O. California Bearing Ratio	
1. Granular	750.00/test
2. Cohesive	855.00/test
P. Proctor Tests (Methods A or B)	
1. Standard	175.00/test
2. Standard (Cohesive)	200.00/test
3. Modified	180.00/test
4. Modified (Cohesive)	200.00/test
Q. Thin-Walled Tube Samples	
1. Sample Extrusion	27.50/each
2. Sampler Replacement	30.00/each

*includes pH, chloride ion, soluble sulfates, sulfides, redox potential (resistivity not included).

V. Expenses

A. Borehole Grouting – Bentonite Grout	2.00/foot
B. Borehole Grouting – Neat Cement Grout	10.00/foot
C. Direct Project Expenses: includes out-of-town per diem; plowing & towing; special materials & supplies; special travel, transportation & freight; subcontracted services, and miscellaneous costs	Cost + 15%
D. Equipment Replacement (when abandonment is more feasible than recovery)	Cost
E. Equipment Recovery (when required by regulatory agencies or project specifications)	Cost + 15%

The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.

Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of \$30.00 per person per shift.

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions ("terms and conditions") is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein "Services" refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement. **AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN ADVANCE BY AET.**

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET's sole responsibility under this section will be to contact the state "call before you dig" notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 - SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 -

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability Insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

11.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, March 01, 2023**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, March 01, 2023 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and Assistant County Attorney Jeff Fuge.

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meeting on Wednesday March 1st at 6:30 p.m. via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from Sunrise Bay Resort 10 Tampa Place, Marco Island, FL 34145, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

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

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

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

Chair Montzka gave the gavel to Vice-Chair Dunne.

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

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

On motion by Dahlberg, seconded by Greene, the board moved to close the HHS Committee Board of the Whole at 7:07 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:07 p.m.

END TIME – 7:07 p.m.

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

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

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – Directors Update
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
- 3.) HHS Committee Recommendation – SHIP Grants 174 and 175 Grant Agreements
- 4.) HHS Committee Recommendation – MN DHS Contract Amendment – Respite Care
- 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.) Minutes from the February 15, 2023 Regular Meeting
- 7.) Authorization for County Auditor-Treasurer to Proceed with Transfer Requests
- 8.) Transfer Funds and Annual Carryover of Dedicated Funds

On motion by Greene, seconded by Dunne, the Board moved to call for a public hearing on the Chisago County Liquor License Ordinance and 2023 liquor fee schedule on April 5, 2023 at 7 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the 2023 Aquatic Invasive Species Prevention Aid Program including the specific agreements, personnel actions, and Memorandum of Understanding as presented at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Dahlberg, the Board moved to Authorize Chisago County staff to finalize and submit a \$250,000 MPCA Replacing Failing Septic Systems to Protect Groundwater Grant application as presented at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Swenson, the Board moved to authorize and approve the Chisago County Recycling Yard project Change Order No. 1 to include authorized grant funded expenditure of up to \$31,000 as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Swenson, seconded by Dunne, the Board moved to approve the out of state travel for the Sheriff's Office to attend the 2023 Lifesavers Conference in Seattle, Washington. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

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

On motion by Greene, seconded by Dahlberg, the Board moved to appoint Rebecca Strand as a representative on the Extension Committee; effective March 1st, 2023 thru December 31, 2024. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to approve the Teamster 320 Labor contracts for the GCP, HHS, Engineering Techs, and Highway units as negotiated for the term of three (3) years commencing on January 1, 2023 and expiring on December 31, 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

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

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

On motion by Greene, seconded by Dunne, the Board adjourned the meeting at 7:32 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Ben Montzka, Chair

Attest: _____
Christina Vollrath
Clerk of the Board



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
March 15, 2023**

TAB # 9

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$302,646.92

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>
3/3/2023	\$68,879.15		County's Warrants
3/3/2023	\$37,781.22	3/15/2023	Auditor's Warrants
3/8/2023	\$5,673.02	3/17/2023	County's Warrants

Lake Area Bank; Derek Anklan; Sheriff; training; \$250.00
Lake Area Bank; Matthew Beckman; Sheriff; membership; \$3,865.00
Lake Area Bank; Ryan Edmonds; Sheriff; registration; \$99.00
Lake Area Bank; Ben Elfelt; LID; registration, supplies; \$199.37
Lake Area Bank; Jonathan Gray; Sheriff; supplies; \$18.25
Lake Area Bank; Mark Hendrickson; Probation; supplies; \$67.15
Lake Area Bank; Ron Istvanovich; Sheriff; training; \$97.44
Lake Area Bank; Karen Long; Recorder; conference; \$415.56
Lake Area Bank; Tony Nielsen; Public Works; supplies; \$100.50
Lake Area Bank; Kyle Puelston; Sheriff; supplies; \$2,570.23
Lake Area Bank; Janet Reiter; County Attorney; registration; \$50.00
Lake Area Bank; Kurt Schneider; Environmental Services; supplies; \$503.84
Lake Area Bank; Scott Sellman; Emergency Mgmt.; conference; \$350.00
Lake Area Bank; Barbara Shimmon; Public Works; conference; \$514.00
Lake Area Bank; Joe Triplett; Public Works; registration; \$1,231.40
Lake Area Bank; Dennis Wilton; Enterprise Services; registration; \$126.96



Chisago County Department of Environmental Services and Zoning

313 No. Main St. #240
Center City, MN 55012
651-213-8374 ~ Kurt.Schneider@chisagocountymn.gov

Memo

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: March 8, 2023
Re: **March 15, 2023 Directors Report**

Enclosed within your packets are the following Department of Environmental Services and Zoning presentation/action item(s). Action items are further detailed in their corresponding Request for Board Action (RBA) reports. Please contact the Department if you have any questions or concerns or wish to view detailed Action Item hearing or file documents in advance of your March 15, 2023, Board meeting.

Action Items:

1. Receive Directors Report
2. Carlson Lake Overlook Preliminary Plat
3. Keystone Pines Final Plat
4. HHW Facility Uniform Contract for Cogeneration and Small Power Production Facilities – East Central Energy

Informational Item(s):

Board of Adjustment and Appeals:

The next regularly scheduled Board of Adjustment meeting of Thursday, March 30th at 7:00 p.m. at the County Government Center. Due to the nature of the sole agenda item, the March 29, 2023 tour has been cancelled. Items for consideration during the meeting include:

1. Property owners Bradley & Tessa Nelson are requesting the second extension of a Variance allowing a dwelling addition closer to the OHWL than required by the Shoreland Management Ordinance at 13380 322nd Street, Chisago Lake Township, S22, T34, R20 (PID#02.01316.26).

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, April 6th at 7:00 p.m. at the County Government Center. The Commission will also meet on April 4, 2023, departing at 9:00 a.m. from Public Works at 31325 Oasis Road, Center City, to conduct organized tours of the agenda item properties. Items for consideration during the meeting include:

- 01-10-2023
1. Property owner Sunrise Homes, Inc., represented by Vincent Charles, is requesting approval of the Preliminary Plat of Zackary Meadows, involving the creation of three lots from a 33.91± acre tract in the Agricultural (AG) District. The property is generally located south of Rush Point Drive / CSAH 7 and east of Anchor Ave, Nessel Township, S34, T37, R22 (PID# 06.00702.10).
 2. Property owners Maxwell & Allison Kleven are requesting an Interim Use Permit (IUP) allowing an accessory structure without the presence of a principal use structure and allowing sanitary facilities within the accessory structure on 13.26± acres in the Agricultural (AG) District. The property is located at 41XXX Ferry Road, approximately 1/3 mile north of the intersection of CSAH 9 and Ferry Road, in Sunrise Township, S5, T35, R20 (PID# 09.00035.10).
 3. Property owner Keith Johnson and applicant Johnson CSG 2, LLC are requesting approval of an Interim Use Permit (IUP) Amendment in order to modify the landscaping materials required for a community solar garden. The original IUP was granted in November 2021. The property is located west of Oasis Road / CSAH 9 and south of 375th Street, Sunrise Township, S28, T35, R20 (PID# 09.00303.10).

General Department Informational Item(s):

Revenue associated with land use and construction permit activity thru February is \$51,072 or 6% of projected 2023 revenue. Construction permit activity for February YTD is summarized on the attached table.

Pursuant to designated parks division ARPA funding, quotes have been solicited and are in review for construction of the ARPA-0304 Ki-Chi-Saga Park community building (restroom/concessions/shelter) and ARPA-0240 Single-Track Mountain Bike Course. Requests to proceed are anticipated in April and will require further Budget and Finance Committee discussion including potential reallocation of designated Environmental Services ARPA project funding to fully accommodate each project.

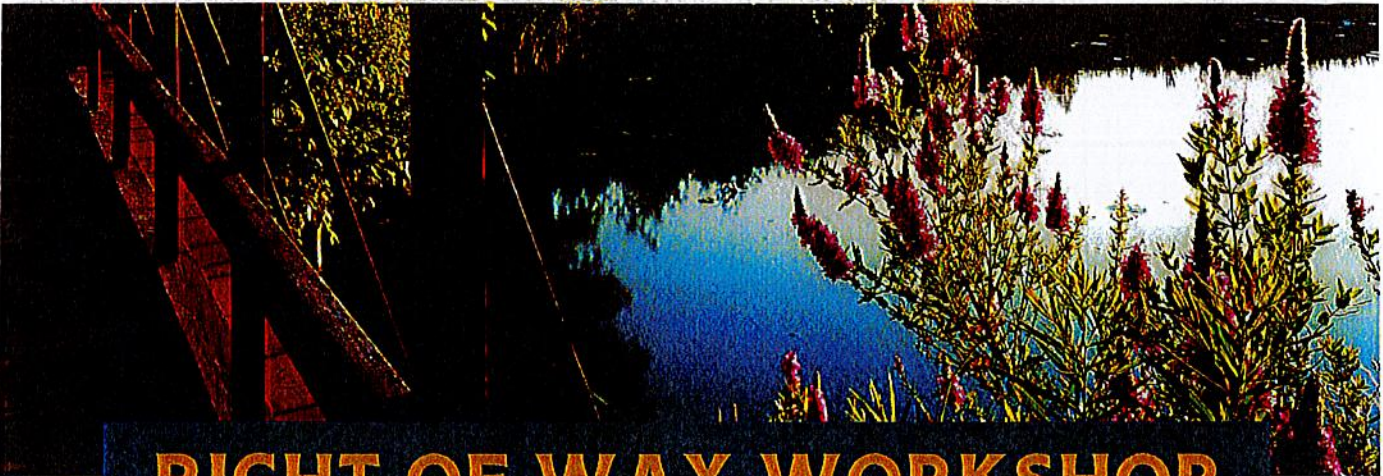
The Parks Division Sunrise Prairie Regional Trail North Branch to Harris Extension construction project began in earnest this week with active corridor survey and commencement of tree clearing work. Staff has made multiple direct communications with adjacent landowners and hopes for a smooth project. Interested parties can subscribe to email/text updates and view full project details and information at <https://www.chisagocountymn.gov/1293/Trail-Construction>. A full-scaled construction map of the 2.8-mile project is also available for viewing just down the hallway from the County Board room outside the Park Directors office.

Water Resources Staff have played a prominent role in establishing and hosting the *attached* upcoming March 21, 2023 "Right of Way Workshop" concerning roadside invasive species identification and management practices for our region. Significant outreach efforts are underway to enlist the participation and attendance of numerous stakeholders including all local cities, townships, land stewardship groups (pheasants forever, etc.). Please share the registration opportunity with those who may find interest in attending directly or remotely on March 21st!

Environmental Services Department February 2023 YTD Land Use/Construction Permit Activity:

Building Summary: Year to Date (YTD)																
LOCATION	1. New Houses		2. Additions / Alterations Roofs/Decks /Wind. Foundations		3. Mechanical (gas conv. MH setup, mech/plumbing, woodstove, fireplace)		4. Accessory / pole bldg., garage, shed, pool, fence, sign		5.6 Commercial New and Additions / alteration / mechanical		7. Multi-family		8. Septic Systems		Septic Certifications	
	February	YTD	February	YTD	February	YTD	February	YTD	February	YTD	February	YTD	February	YTD	February	YTD
Amador	0	0	2	3	1	2	0	0	1	1	0	0	0	0	0	0
Center City	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Chisago City	1	1	3	4	9	12	0	0	0	0	0	0	0	0	0	0
Chisago Lake	1	1	2	2	3	4	0	0	0	0	0	0	0	0	0	0
City of Shafer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fish Lake	0	0	1	3	3	4	1	1	0	0	0	0	0	0	0	0
Franconia	0	0	2	2	2	3	0	1	0	0	0	0	0	0	1	1
Harris	0	0	2	2	0	2	0	0	0	0	0	0	0	0	0	0
Lent	0	1	1	3	2	4	0	0	0	0	0	0	0	0	0	0
Lindstrom	0	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0
Nessel	0	0	1	2	2	3	0	0	0	0	0	0	0	0	0	0
Rush City	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0
Rushseba	0	0	1	1	1	3	0	0	0	0	0	0	0	0	0	0
Shafer	0	0	1	4	0	1	0	0	0	0	0	0	0	0	0	0
Stacy*	0	0	0	0	3	4	0	0	0	0	0	0	0	0	1	1
Sunrise	0	0	2	3	3	3	0	0	0	0	0	0	0	0	0	0
Taylor's Falls	0	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL:	2	3	22	37	29	49	1	2	1	1	0	0	0	0	2	2

*City of Stacy tracking began January 1, 2023



RIGHT OF WAY WORKSHOP

March 21, 2023 | Virtual & In Person | Free



Learn from statewide experts at this workshop on common roadside invasive species identification and best management practices for our region. We will explore timelines, treatment, management strategies, available resources, and more.

Invasive plants covered will include:

- purple loostrike
- wild parsnip
- invasive phragmites
- spotted knapweed
- roundleaf bittersweet
- & more

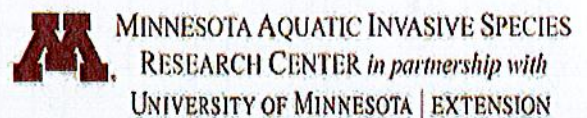


Arrive at 8 am to network over coffee and doughnuts

Workshop 8:30 - 11:30 am

Chisago County Government Center
& Virtual via Microsoft Teams

This event is sponsored in part by the Chisago County Board of Commissioners and



REGISTER
rightofwayworkshop.eventbrite.com

**CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
March 2, 2023**

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, March 2, 2023 at the Chisago County Government Center.

Staff Present: Beth Gervais, Land Services Coordinator; Kurt Schneider, Environmental Services Director; and Diane Sander, Office Manager.

Chair Yeager called the meeting to order and led the assembly in the Pledge of Allegiance. A roll call of Commission members was taken. Commission members present: Chris DuBose, Eric Leivian, Chip Yeager, John Sutcliffe, and Jolene Wille. Absent: Dave Whitney (excused). Also present: Ex Officio County Commissioner Rick Greene. A quorum was established with all members present except for D. Whitney.

Approval of Agenda – Motion by Chris DuBose to approve the agenda as presented; second by John Sutcliffe. The motion passed 5-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, and Yeager. Nays: None.

Approval of Minutes – Motion by Jolene Wille to approve the February 2, 2023 regular meeting minutes as presented; second by Eric Leivian. The motion passed 5-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, and Yeager. Nays: None.

Receive all Materials and Submittals into Record – Motion by Chris DuBose to accept all materials and submittals into the record; second by John Sutcliffe. The motion passed 5-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, and Yeager. Nays: None. Materials distributed to the Planning Commission in advance of the meeting for their review included: staff reports with attachments. Copies of all correspondence and meeting materials were made available for the public.

Public Hearings – New Applications – None

Public Hearings – Continued Hearings – None

Old Business

Robert & Jessica Randall – Coordinator Gervais provided a brief background on the request for approval of the Preliminary Plat of Carlson Lake Overlook, involving the creation of two lots from an 11.28-acre tract previously platted as Outlot A, Carlson's Lake Estates. The property is generally located south side of 280th Street, west of Quarry Road, and east of Quinlan Avenue, Franconia Township, S12, T33, R20 (PID# 04.00343.06).

The Planning Commission conducted a public hearing and considered the request on February 2, 2023 and tabled the request in order for staff to gather more information relating to an existing easement covering most of proposed Lot 2, Carlson Lake Overlook (Heinecke easement), gather testimony from adjacent landowners specifically relating to their understanding of the purpose of Outlot A, Carlson's Lake Estates as common open space, and research the landlocked status of Outlot B, Carlson's Lake Estates. Since the February 2nd public hearing, staff had direct conversations with applicant / surveyor Kelly Jordan, easement grantee Neil Heinecke, neighboring property owner Michael Brusseau (Lots 4 & 5, Block 1, Carlson's Lake Estates), and Assistant County Attorney Fuge in order to address the Planning Commission's concerns. Discussion and concerns considered included:

- The existing easement covering most of proposed Lot 2, Carlson Lake Overlook (Heinecke easement), surveyor Kelly Jordan provided an updated Preliminary Plat drawing which identified the boundaries of the easement.
- Neil Heinecke explained to staff that he paid grantors Robert & Jessica Randall \$5,000 in 2013 for the easement. Heinecke further explained that he and the Randalls had not agreed to any vacation or change to the existing easement but were in discussions regarding possible remedies and/or compensation for Heinecke's easement interest.
- Neighboring property owner Michael Brusseau explained to staff that he and his wife both distinctly recall being told by their realtor (Robert Randall) prior to purchasing Lot 5, Block 1, Carlson's Lake Estates in 2013 that the property immediately east (Outlot A, Carlson's Lake Estates / subject site) was unbuildable and would always be unbuildable. Brusseau also reported to staff that the 2013 conversation with his realtor was a verbal communication and he had no written documentation to support the status of Outlot A as common open space.
- Staff met with Assistant County Attorney Fuge to gain a better understanding of all concerns identified by the Planning Commission.
 - In regard to the Heinecke easement, Attorney Fuge stated that the easement did not preclude the County from approving the proposed plat. Fuge explained that the easement was a private matter to be resolved between the grantors (Robert & Jessica Randall) and grantee (Neil Heinecke).
 - In regard to the common open space status of Outlot A, Carlson's Lake Estates, Attorney Fuge suggested that, without evidence demonstrating that Outlot A was formally dedicated as common open space, the County did not have a solid basis for prohibiting subdivision or future development of Outlot A.
 - In regard to Outlot B, Carlson's Lake Estates having been platted in 2006 as a landlocked tract of land, Attorney Fuge stated that Outlot B was outside of the scope of the current request and, therefore, outside of the scope of the Planning Commission's review.
 - Attorney Fuge suggested that staff's original recommendation of approval was an appropriate recommendation based on lack of evidence demonstrating that Outlot A, Carlson's Lake Estates was expressly approved and memorialized as common open space as part of the Carlson's Lake Estates cluster development and based on the fact that the proposed subdivision complies with the minimum standards for the creation of new parcels as established by the Chisago County Zoning, Subdivision, and Shoreland Management Ordinances.

Coordinator Gervais concluded by offering a recommendation of approval with conditions. Chris DuBose asked staff clarifying questions about proposed Condition No. 3, which related to the Heinecke easement. Gervais provided a response which offered possible resolutions to the easement encumbrance. **Motion** by Chris DuBose; second by Eric Leivian to adopt Resolution No. PC2023-0301, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Preliminary Plat of Carlson Lake Overlook, with conditions as presented:

Conditions:

1. The Preliminary Plat of Carlson Lake Overlook is approved per plat drawing dated signed December 29, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.

2. This approval specifically allows the previously platted Outlot A, Carlson's Lake Estates to be replatted as Lots 1 and 2, Carlson Lake Overlook, with the express intention of creating two buildable lots.
3. Lot 2, Carlson Lake Overlook shall not be improved until and unless the easement encumbrance (Chisago County Recorder Document # A-554113) is resolved by the easement grantors and grantee. At time of building permit application, the applicant shall provide sufficient evidence, as determined by the Department of Environmental Services, demonstrating that the encumbrance has been resolved.
4. Approval of the Carlson Lake Overlook subdivision shall not invalidate the 2006 approval of Carlson's Lake Estates as a cluster development. Further, Lots 1 – 5, Block 1, Carlson's Lake Estates shall be considered legal conforming lots of record and shall be afforded all rights due to legal conforming lots of record, and approval of the Carlson Lake Overlook subdivision shall not otherwise adversely limit or prohibit development of Lots 1 – 5, Block 1, Carlson's Lake Estates.
5. Verification of the submitted soils report and wetland delineation shall be completed by the Department of Environmental Services when ground conditions allow and shall be required prior to submission of request for Final Plat.
6. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
7. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Motion passed 5-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, and Yeager. Nays: None.

New Business – None

Communications and Reports

County Board Liaison Report / Update – County Commissioner Greene reported on settled labor discussions with most of the County's bargaining units.

Planning Commission and Board of Adjustment and Appeals Policy on Commission / Broad Structure, Meeting Order and General Procedure – Chair Yeager stated that both the Planning Commission and the Board of Adjustment and Appeals had completed their annual reviews of the policy, and the County Board had recently considered and adopted the recommended amendments. Each Commissioner was provided with a copy of the adopted policy.

Chisago County Transportation Plan – Director Schneider provided a copy of the Chisago County Transportation Plan which included, among other items, a draft vision and goals and maps that illustrated growth areas / population projections, existing traffic volumes, and programmed projects for 2023-2027. Brief discussion followed on the gravel pit located in Sunrise Township. It was recommended that a larger map of the growth areas / population projection be made available to the Commission for easier viewing and discussion at the next special work session.

Miscellaneous – Chair Yeager reported that he and Jolene Wille attended a Chisago County HRA-EDA sponsored economic summit and he won a drawing for a \$1,000 grant. Yeager explained that the purpose of the grant was intended to focus on the reduction of barriers and promote inclusion through increased public awareness efforts. Director Schneider indicated that the grant would be used to modernize an information kiosk at the Environmental Services Department counter and boost social media posts. Schneider added that boosting social

media posts will assist local municipalities and townships and their residents in receiving information on regulatory issues and department activities.

Adjourn Meeting – Motion by John Sutcliffe to adjourn the meeting; second by Jolene Wille. **Motion passed** 5-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, and Yeager. Nays: None. The meeting was adjourned at 7:24 p.m.

Chip Yeager
Chair

ATTEST:

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: March 15, 2023	Item Number: 11
Title of Item for Consideration: Kelly Jordan "Carlson Lake Overlook" Preliminary Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	
Background: Robert (Tony) Randall & Jessica Randall, property owners, and Kelly Jordan, applicant, are requesting Preliminary Plat approval of Carlson Lake Overlook. The subject 11.2±/- acre property is proposed to be divided into two parcels. The property is located at 162XX 280th Street in Franconia Township, (PID #04.00343.06). At their meeting of February 2, 2023, the Planning Commission conducted the requisite public hearing and review of the proposed Carlson Lake Overlook Preliminary Plat at which time review was continued to the meeting of March 2, 2023. After further consideration at the Planning Commission's March 2, 2023 meeting, the Commission recommended unanimous (5-0) approval of the Preliminary Plat of Carlson Lake Overlook with conditions per Resolution No. PC2023-0301. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration. Pursuant to Minnesota Statute, the 120-day agency action deadline is, May 11, 2023. Among the options for the County Board at tonight's meeting are the following: - Approve the Preliminary Plat, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward in Resolution form by County ESD staff; - Consider and Approve the Preliminary Plat, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal approval); - The County Board may Deny the Preliminary Plat for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 120-day period. Attachments: - Draft Resolution of Approval - Planning Commission Presentations (March 2nd / February 2nd) - Planning Commission Staff Report & Hearing Packet (March 2nd / February 2nd) - Planning Commission Minutes Feb. 2, 2023 and March 2, 2023 (draft)	
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Carlson Lake Overlook Preliminary Plat: <i>"Move to Approve Resolution No. 23/0315-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Carlson Lake Overlook located at 162XX 280th Street in Franconia Township, (PID #04.00343.06)</i>	

Implications of Action – Recommended Board action grants approval of the Carlson Lake Overlook Preliminary Plat as presented. Once prepared and reviewed, final plat approval will be requested of the Board.

Budget/Financial Implications: None.

Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures.

Administrator's Recommendation

Approve OK

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0315-____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING THE PRELIMINARY PLAT OF CARLSON LAKE OVERLOOK**

WHEREAS, Robert (Tony) Randall & Jessica Randall, property owners, and Kelly Jordan, applicant, submitted an application dated received December 30, 2022 and considered complete on January 11, 2023 for the Preliminary Plat of Carlson Lake Overlook; and

WHEREAS, the property owners desire to create two buildable parcels from the 11.28-acre subject site previously platted as an outlot within the Carlson's Lake Estates cluster development; and

WHEREAS, the subject site is located at 162XX 280th Street in Franconia Township and is zoned Agricultural (AG) District / Shoreland Management District; and

WHEREAS, the subject site is legally described as:

PID 04.00343.06

Outlot A, Carlson's Lake Estates, Chisago County, Minnesota.

WHEREAS, notice was provided and on February 2, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment. The Commission ultimately tabled the request in order to allow time for submission of additional information; and

WHEREAS, after further consideration at the Planning Commission's March 2, 2023 meeting, the Commission recommended approval of the Preliminary Plat of Carlson Lake Overlook with conditions per Resolution No. PC2023-0301; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its March 15, 2023 meeting and determined the Preliminary Plat of Carlson Lake Overlook to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Preliminary Plat of Carlson Lake Overlook, subject to the following conditions:

1. The Preliminary Plat of Carlson Lake Overlook is approved per plat drawing dated signed December 29, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. This approval specifically allows the previously platted Outlot A, Carlson's Lake Estates to be replatted as Lots 1 and 2, Carlson Lake Overlook, with the express intention of creating two buildable lots.
3. Lot 2, Carlson Lake Overlook shall not be improved until and unless the easement encumbrance (Chisago County Recorder Document # A-554113) is resolved by the easement grantors and grantee. At time of building permit application, the applicant shall provide sufficient evidence, as determined by the Department of Environmental Services, demonstrating that the encumbrance has been resolved.

4. Approval of the Carlson Lake Overlook subdivision shall not invalidate the 2006 approval of Carlson's Lake Estates as a cluster development. Further, Lots 1 – 5, Block 1, Carlson's Lake Estates shall be considered legal conforming lots of record and shall be afforded all rights due to legal conforming lots of record, and approval of the Carlson Lake Overlook subdivision shall not otherwise adversely limit or prohibit development of Lots 1 – 5, Block 1, Carlson's Lake Estates.
5. Verification of the submitted soils report and wetland delineation shall be completed by the Department of Environmental Services when ground conditions allow and shall be required prior to submission of request for Final Plat.
6. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
7. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Commissioner _____ seconded the resolution and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF:

OPPOSED:

ABSENT:

Whereupon the proclamation was declared duly **passed** and **adopted**.

Approved: March 15, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Preliminary Plat of Carlson Lake Overlook

(Replat of Outlot A, Carlson's Lake Estates)

Robert (Tony) & Jessica Randall, Property Owners

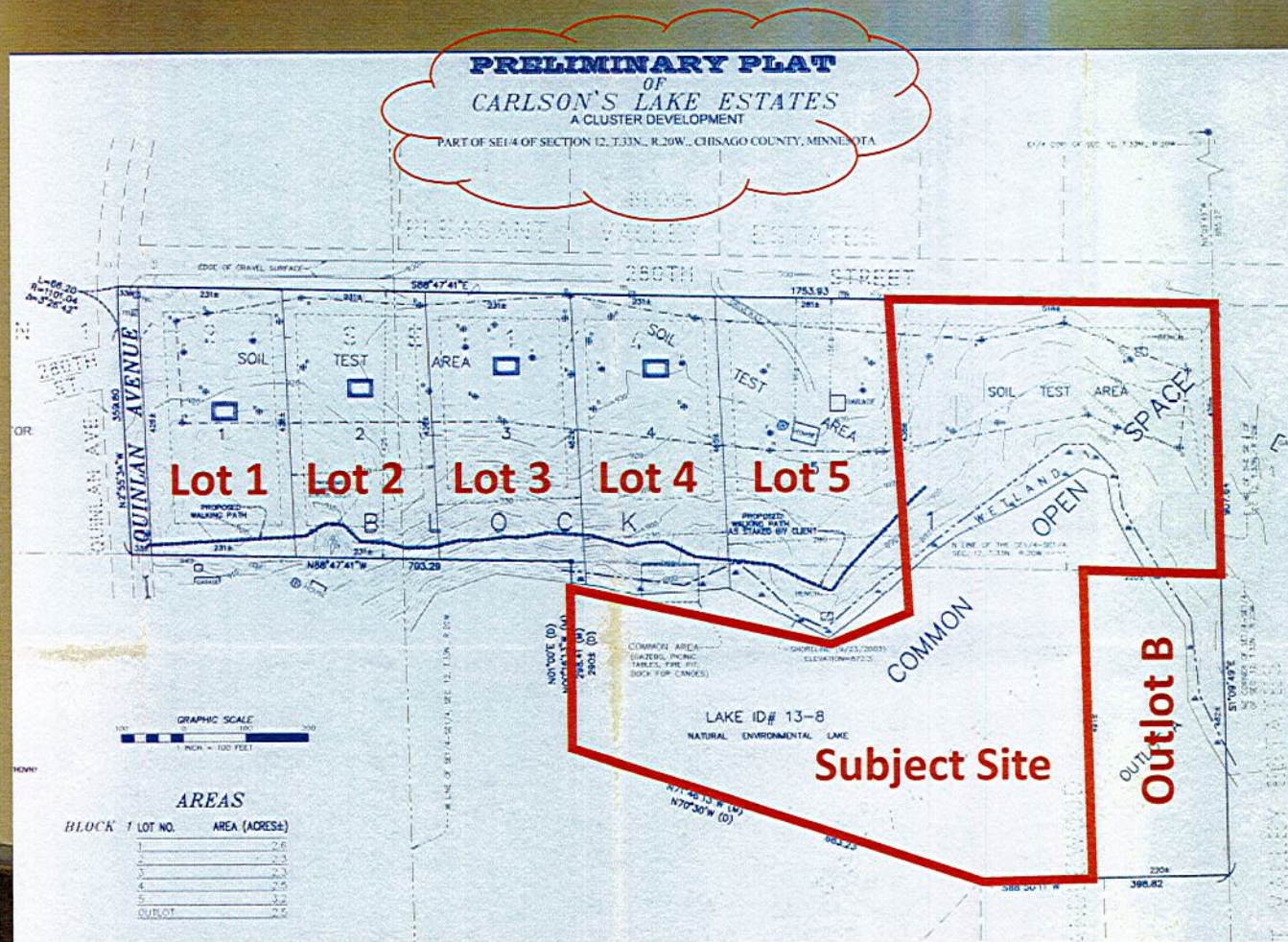
Kelly Jordan, Applicant

162XX 280th Street

Franconia Township

PID 04.00343.06

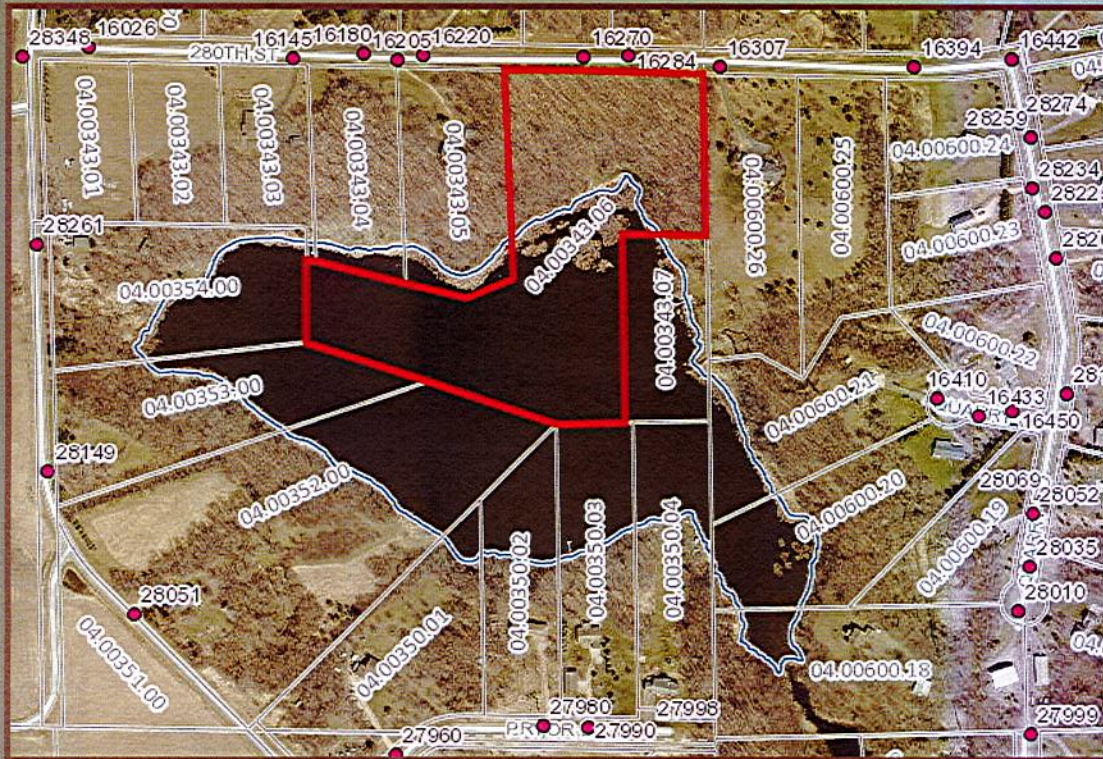
Background



Carlson's Lake Estates:

- PC recommended approval of and County Board approved Preliminary Plat in January 2004; Preliminary Plat drawing shows and meeting minutes reference that Carlson's Lake Estates was processed as a cluster development.
- Cluster developments require dedication of 30% of parent parcel as common open space; Preliminary Plat drawing shows the subject site as the common open space dedication.
- Subdivision received Final Plat approval in January 2006.
- Subject site and other platted lots went into foreclosure in approximately 2009 and were subsequently sold to private parties; Tony & Jessica Randall purchased subject site in 2010.
- Staff has found no recorded documentation demonstrating that subject site was memorialized as common open space, thereby prohibiting residential development.

Site Analysis



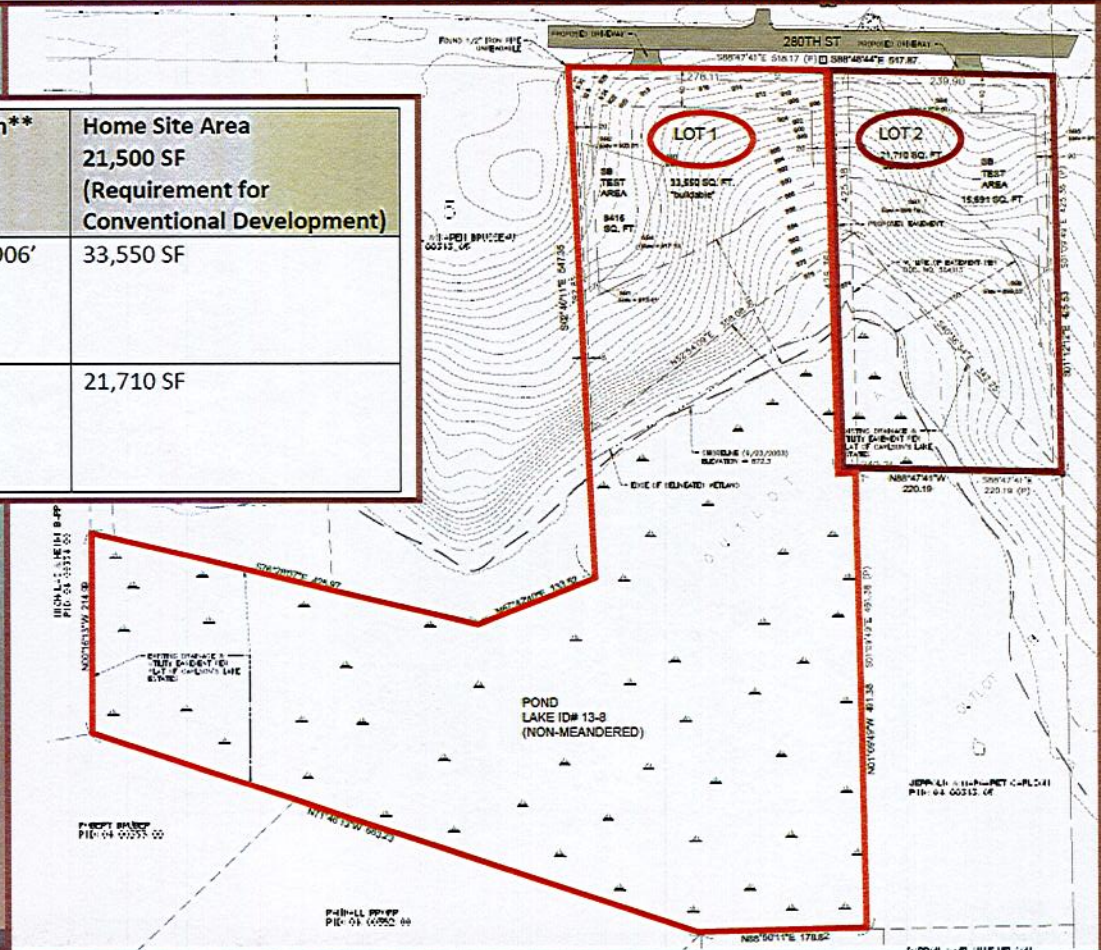
- **Parcel Size** – 11.28± acres
- **Parcel Location** – 162XXX 280th Street, Franconia Township
- **General Location** – South side of 280th Street, west of Quarry Road and east of Quinlan Avenue
- **Legal Description** – Outlot A, Carlson's Lake Estates (2006)
- **Zoning District** – Agricultural (AG) District / Shoreland Management District
- **Riparian Status** – Adjacent to and includes portion of unnamed natural environment lake (Lake ID# 13-8)
- **Topography** – heavily forested; severe elevations ranging from 933' to 872'; nearly 7 of 11.28 acres at or below OHWL

Proposal Analysis

PRELIMINARY PLAT of CARLSON LAKE OVERLOOK

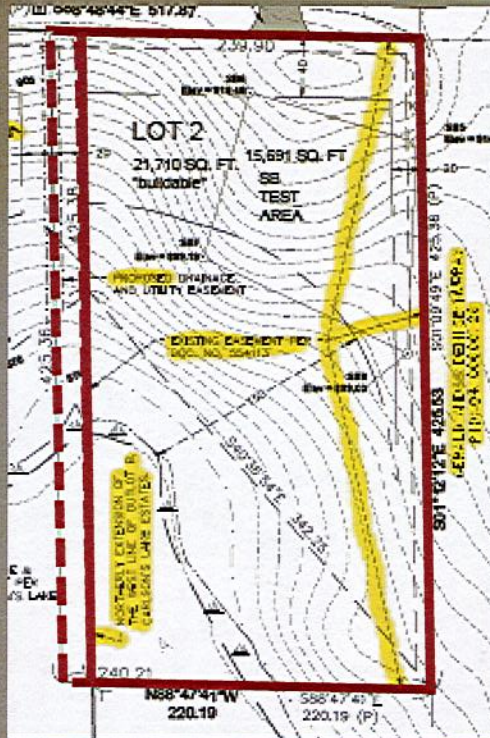
Natural Environment Lake Minimum Requirements (Unsewered Lots)	Lot Size 80,000 SF (Approx. 1.84 Acres)	Lot Width* 200 Feet	Lot Depth** 300 Feet	Home Site Area 21,500 SF (Requirement for Conventional Development)
Lot 1	96,092± SF (2.2± Acres) *Above OHWL*	278.11'	Approx. 906'	33,550 SF
Lot 2	88,916± SF (2.0± Acres) *Above OHWL*	239.90'	425'	21,710 SF

As proposed, both new parcels comply with the County's dimensional requirements for conventional lots within the Shoreland Management District.

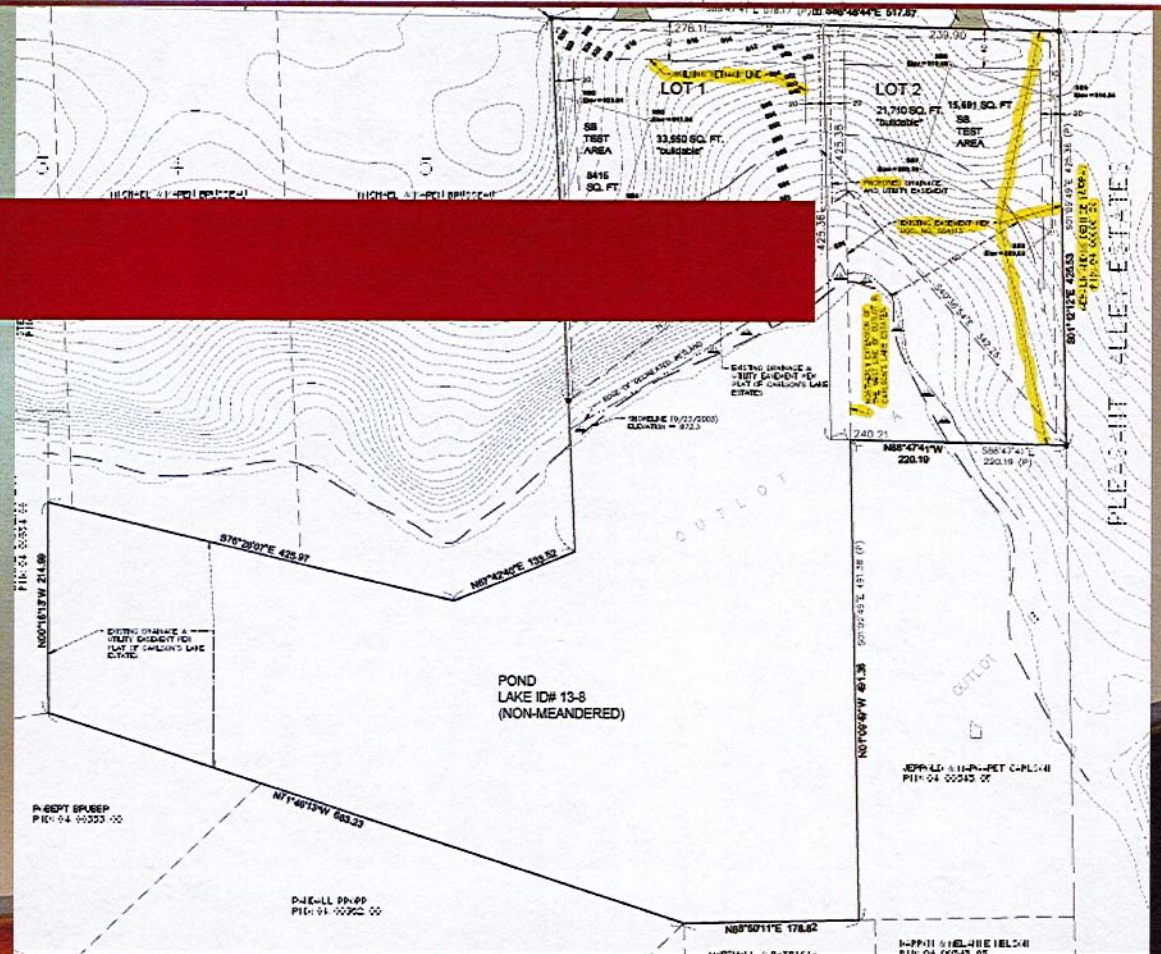


Preliminary Plat Drawing - UPDATED

PRELIMINARY PLAT of CARLSON LAKE OVERLOOK



Applicant / Surveyor Kelly Jordan provided an updated Preliminary Plat drawing to illustrate the boundaries of the Heinecke easement (solid line above).



POND
LAKE ID# 13-8
(NON-MEASURED)

Review Process

Technical Review Committee Meeting

January 11, 2023

- Land Services Coordinator Gervais explained that, while a complete application for Preliminary Plat had been submitted, the County was still in the process of analyzing the property owners' ability to develop an outlot originally intended to be dedicated as open space as part of a cluster development.
- Applicant / surveyor Kelly Jordan provided detail about his efforts to establish a bluff determination for proposed Lots 1 and 2.
- Code Enforcement Officer Putman discussed issues related to septic design and septic location in relation to the topography of proposed Lots 1 and 2. Putman did not express any concern that the sites could not support full septic systems but suggested that mound systems may be required. The County will verify soils / the soils report when ground conditions allow and must be complete prior to submission of request for Final Plat.
- Wetland Specialist Fertig commented that verification of the wetland delineation will occur when ground conditions allow and must be complete prior to submission of request for Final Plat.

Franconia Town Board Meeting

January 17, 2023

- Recommended approval "on condition [that] the "open area" from the building cluster is figured out on the County level"

Review Period

Expires on May 11, 2023

Legal Opinion

Due to the complexity of this request, staff sought a legal opinion from the Chisago County Attorney's Office to assist in determining whether or not the County has the ability to approve a request to replat Outlot A, Carlson's Lake Estates.

The legal opinion prepared and provided by Assistant County Attorney Fuge states that ".... the existing subdivision of Carlson's Lake Estates is a cluster development plat and the County will need to consider and analyze how to reconcile that Outlot A is a non-buildable open space under the current cluster development plat and the replat application seeks to change Outlot A to a buildable lot, which would not be otherwise permitted under a platted cluster development subdivision." Further, ".... the County [will] have to consider in the review process how approval of the replat application may adversely limit or prohibit development of Lots 1-5 because Lots 1-5 of Carlson's Lake Estates would no longer enjoy the relaxed development standards as allowed under a cluster development plat."

Staff Concerns & Observations

Common Open Space for Carlson's Lake Estates

- Carlson's Lake Estates received Final Plat approval in 2006. The plat was presented to and approved by the County Board as a cluster development and, as part of the cluster development process, developers are required to dedicate a minimum of 30% of the total land area as common open space. In the case of Carlson's Lake Estates, the common open space was shown on the Preliminary Plat drawing to include the dedication of Outlot A (the subject site).
- The Zoning Ordinance states that the principal tool for protecting open space areas shall be a conservation easement; and, further, that the conservation easement shall be recorded against the open space. Staff found no evidence of a recorded document identifying Outlot A as common open space or prohibiting residential development.
- If Outlot A is allowed to be replatted in order to create two building sites, the other property owners within Carlson's Lake Estates will have no common open space within their subdivision. However, given that the Randalls have owned the subject site since 2010 and it hasn't been available to other property owners within Carlson's Lake Estates as common open space, it could be assumed that the other property owners have not suffered and will not suffer adverse impacts from development of the subject site. Nevertheless, yet-to-be-received public hearing testimony from any of the property owners of Lots 1 – 5, Block 1, Carlson's Lake Estates could and should weigh heavily on the Commission's recommendation for this request.

Density of Carlson's Lake Estates

- The Zoning Ordinance identifies that the maximum density for cluster developments with individual utility systems is 1.5 dwellings per five acres of gross land area. In the case of Carlson's Lake Estates, the maximum allowable density equates to eight dwellings and the subdivision was approved with five building sites. The proposed density of Carlson's Lake Estates and proposed Carlson Lake Overlook will not exceed the maximum density which would have been originally allowed for Carlson's Lake Estates. Staff also considered the density of Carlson's Lake Estates without the inclusion of Outlot A and determined that the maximum allowable density would equate to five dwellings, and Carlson's Lake Estates was approved with five building sites. Therefore, staff does not believe that approval of the current request would negatively impact the ordinance prescribed density of Carlson's Lake Estates.

Staff Recommendation – UPDATED

Ultimately, without any new information to support denial of the request, staff maintains its original recommendation that the Planning Commission recommend approval of the request for Preliminary Plat of Carlson Lake Overlook with conditions. Staff notes the addition of one condition since the February 2, 2023 meeting in order to address the existing easement covering most of proposed Lot 2, Carlson Lake Overlook (see proposed condition no. 3).

Recommended Condition(s):

1. The Preliminary Plat of Carlson Lake Overlook is approved per plat drawing dated signed December 29, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. This approval specifically allows the previously platted Outlot A, Carlson's Lake Estates to be replatted as Lots 1 and 2, Carlson Lake Overlook, with the express intention of creating two buildable lots.
3. **Lot 2, Carlson Lake Overlook shall not be improved until and unless the easement encumbrance (Chisago County Recorder Document # A-554113) is resolved by the easement grantors and grantee. At time of building permit application, the applicant shall provide sufficient evidence, as determined by the Department of Environmental Services, demonstrating that the encumbrance has been resolved.**
4. Approval of the Carlson Lake Overlook subdivision shall not invalidate the 2006 approval of Carlson's Lake Estates as a cluster development. Further, Lots 1 – 5, Block 1, Carlson's Lake Estates shall be considered legal conforming lots of record and shall be afforded all rights due to legal conforming lots of record, and approval of the Carlson Lake Overlook subdivision shall not otherwise adversely limit or prohibit development of Lots 1 – 5, Block 1, Carlson's Lake Estates.
5. Verification of the submitted soils report and wetland delineation shall be completed by the Department of Environmental Services when ground conditions allow and shall be required prior to submission of request for Final Plat.
6. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
7. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Options & Action Requested - UPDATED

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Carlson Lake Overlook with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Carlson Lake Overlook based on factors deemed appropriate. *(Note: The Commission will need to include specific findings for denial in its motion.)*
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The 120-day review period expires on May 11, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-0301, a resolution recommending approval of the Preliminary Plat of Carlson Lake Overlook, with conditions as presented or amended.

Chisago County Request For Board Action

Meeting Date: March 15, 2023	Item Number: 12
Title of Item for Consideration: Brad Canaday "Keystone Pines" Final Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: The Preliminary Plat of Keystone Pines was recommended for approval by the Planning Commission on January 5, 2023, per Resolution No. PC2023-0101 and approved by the Board of Commissioners on January 18, 2023 per Resolution No. 23/0118-2.	
Background: Glen and Donna Bergin, property owners, and Brad Canaday, applicant, are requesting Final Plat approval of Keystone Pines. The subject 20±-acre property is proposed to be divided into three parcels with an existing home to remain on proposed Lot 2. The property is located at 42120 Keystone Avenue / CR 67 in Sunrise Township, (PID #00.00644.00). The Final Plat submitted on March 2, 2023, conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval. A resolution of the Board of Commissioners consistent with that of approval of the Final Plat of Keystone Pines plat is presented for Board consideration. Attachments: - Draft Resolution of Approval - Keystone Pines Final Plat (original full copy provided at the meeting)	
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Keystone Pines Final Plat. The following motion is recommended: <i>"Move to Approve Resolution No. 23/0315-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Keystone Pines located at 42120 Keystone Avenue / CR 67 in Sunrise Township, (PID #00.00644.00)"</i>	
Implications of Action – Recommended Board action grants approval of the Keystone Pines Final Plat as presented. Once prepared and reviewed, final plat approval will be requested of the Board. Budget/Financial Implications: None. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures.	

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0315-____
**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING THE FINAL PLAT OF KEYSTONE PINES**

WHEREAS, Glen Bergin and Donna Bergin, property owners, and Brad Canaday, applicant, submitted a request for the Final Plat of Keystone Pines on March 2, 2023; and

WHEREAS, the property owners desire to create three parcels from the 20±-acre subject site; and

WHEREAS, the subject site is located at 42120 Keystone Avenue / CR 67 in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00644.00

*The East half of the Southeast Quarter of the Southeast Quarter (E ½ of SE ¼ of SE ¼) of
Section Thirty-six (36), Township Thirty-six (36), Range Twenty-one (21), Chisago County,
Minnesota.*

WHEREAS, the Preliminary Plat of Keystone Pines was recommended for approval by the Planning Commission on January 5, 2023 per Resolution No. PC2023-0101 and approved by the Board of Commissioners on January 18, 2023 per Resolution No. 23/0118-2; and

WHEREAS, the Final Plat submitted on March 2, 2023 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Final Plat of Keystone Pines, subject to the following conditions:

1. The Final Plat is approved as submitted on March 2, 2023. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Proposed Lots 1 and 2 shall have a shared driveway / access unless the Chisago County Highway Department grants a Variance to the Access Management Ordinance allowing separate driveways / accesses from Keystone Avenue / CR 67.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

Commissioner _____ seconded the resolution and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

Whereupon the proclamation was declared duly **passed** and **adopted**.

Approved: March 15, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: March 15, 2023	Item Number: 13
Title of Item for Consideration: Rural Electric Cooperative Uniform contract for Cogeneration and Small Power Production Facilities	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning – HHW
Previous Action on this Matter: On July 6, 2011, the Chisago County Board approved a contract between the North Branch Water and Light and Chisago County for the co-generation of electrical power at the Household Hazardous Waste Facility (HHWF) in North Branch.	
Background: The HHWF received a Federal Grant to install a solar power array at the HHWF in North Branch in 2011, and the County Board approved a bid to install the solar project at their 5/4/11 meeting. At that time the City of North Branch owned its own electric power utility, North Branch Water and Light. The County Board approved a contract to sell to North Branch Water and Light solar electricity generated at the HHWF. on 7/6/2011. The City recently sold the electrical assets of North Branch Water and Light to East Central Energy (ECE). ECE is requiring an updated contract for its purchase of solar electricity that is generated at HHWF. The contract before the County Board is a housekeeping matter required of ECE as it moves forward. The solar array at the HHWF produces about half of the power usage at the facility. This power is not stored on-site in batteries but is put on the grid through a sale of the electricity to the utility. Pursuant to the contract, ECE will purchase the solar electricity and then credit the County back on the monthly bill, thus lowering the power bill.	
Attachments: • Rural Electric Cooperative Uniform Contract for Cogeneration and Small Power Production Facilities • ECE Contract Rate Sheet 2023 • Chisago Solar Brochure	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the contract as presented which approve the Rural Electric Cooperative Uniform Contract for Cogeneration and Small Power Production Facilities, with East Central Energy. The suggested motion to approve this action is as follows: <i>“Move pursuant to Minnesota Statutes section 373.48, Subd. 2, that the Board authorize and approve the Rural Electric Cooperative Uniform Contract for Cogeneration and Small Power Production Facilities, with East Central Energy, as presented.”</i>	
Implications of Action: By approving the contract the HHWF will sell its excess solar energy to ECE.	

Budget/Financial Implications: This contract will allow the ECE power utility to buy the power generated by the solar panel array at the HHWF, for which the HHWF's account will be credited for the amount produced and bought by the utility.

Legal/Policy Implications: The County Board is authorized to enter into the offered contract pursuant to section 373.48, Subd. 2 of the Minnesota Statutes. The County Attorney's Office has approved as to form the offered contract.

Administrator's Recommendation

Approve CB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**RURAL ELECTRIC COOPERATIVE
UNIFORM CONTRACT FOR COGENERATION AND SMALL POWER
PRODUCTION FACILITIES**

THIS CONTRACT is entered into ___February 15, 2023___,
by _____East Central Energy_____ (hereafter called "Cooperative")
and _____Chisago County HHW Facility_____ (hereafter called "QF").

RECITALS

The QF has installed electric generating facilities, consisting of
_____Single Phase Solar PV_____ (Description of facilities),
rated at _3.06_ kilowatts AC of electricity, on property located at
39649 Grand Ave
North Branch, MN 55056

The QF is prepared to generate electricity in parallel with the Cooperative.

The QF's electric generating facilities meet the requirements of the rules adopted by the Cooperative on Cogeneration and Small Power Production and any technical standards for interconnection the Cooperative has established that are authorized by those rules.

The Cooperative is obligated under federal and state law, where applicable, to interconnect with the QF and to purchase electricity offered for sale by the QF.

A contract between the QF and the Cooperative is required.

AGREEMENTS

The QF and the Cooperative agree:

1. The Cooperative will sell electricity to the QF under the rate schedule in force for the class of customer to which the QF belongs.
2. The Cooperative will buy electricity from the QF under the appropriate rate schedule approved by the Cooperative. The QF elects the rate schedule category hereinafter indicated:

Applicable only to QF less than 40 kW interconnected in Minnesota.

- X a. Average retail cooperative energy rate.
_____ b. Simultaneous purchase and sale billing rate.

- ☐ c. Roll-over credits.
- ☐ d. Time-of-day purchase rates.

Applicable only to QF 40 kW – 100 kW interconnected in Minnesota.

- ☐ a. Time-of-day purchase rates.

Applicable only to QF 20 kW or less interconnected in Wisconsin.

- ☐ a. Average retail cooperative energy rate.
- ☐ b. Simultaneous purchase and sale billing rate.
- ☐ c. Roll-over credits.
- ☐ d. Time-of-day purchase rates.

A copy of the presently approved rate schedule is attached to this contract.

3. The rates for sales and purchases of electricity may change over the time this contract is in force, due to actions of the Cooperative, and the QF and the Cooperative agree that sales and purchases will be made under the rates in effect each month during the time this contract is in force.
4. The Cooperative will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF, other than kilowatt-hour credits under clause 2(c), will be made under one of the following options as chosen by the QF.
 - ☒ a. Credit to the QF's account with the Cooperative.
 - ☐ b. Paid by check or electronic payment service to the QF within fifteen (15) days of the billing date.
5. Renewable energy credits associated with generation from the facility are owned by: _____ Member _____.
6. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Cooperative.
7. The Cooperative's rules, regulations, and policies must conform to Minnesota Statute 216B.164 regarding Cogeneration and Small Power Production for Minnesota interconnections.
8. The QF will operate its electric generating facilities so that they conform to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.

9. The QF is responsible for the actual, reasonable costs of interconnection which are estimated to be \$__000.00___. The QF will pay the Cooperative in this way:

Not required. Existing account.

10. The QF will give the Cooperative reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Cooperative's side of the interconnection. If the Cooperative enters the QF's property, the Cooperative will remain responsible for its personnel.
11. The Cooperative may stop providing electricity to the QF during a system emergency. The Cooperative will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.
12. The Cooperative may stop purchasing electricity from the QF when necessary for the Cooperative to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Cooperative may stop purchasing electricity from the QF in the event the generating facilities listed in this contract are documented to be causing power quality, safety or reliability issues to the Cooperative's electric distribution system. The Cooperative will notify the QF before it stops purchasing electricity in this way:
For planned outages, the Cooperative will attempt to provide a 24 hour notice by phone or in person. Advance notice may not be possible for emergency outages.
13. The QF will keep in force general liability insurance, from a qualified insurance agency with a B+ or better rating by "Best", against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be \$ _300,000.00__.
14. The QF and Cooperative agrees to attempt to resolve all disputes arising hereunder promptly, equitably and a good faith manner.
15. In the event a dispute arises under this contract, for interconnections in Minnesota, refer to dispute resolution process in Cooperative Rules Implementing Minnesota Statute §216B.164.
16. This contract becomes effective as soon as it is signed by the QF and the Cooperative. This contract will remain in force until either the QF or the

Cooperative gives written notice to the other that the contract is canceled. This contract will be canceled thirty (30) days after notice is given. If the listed electric generating facilities are not interconnected to the Cooperative's distribution system within twelve months of the contract being signed by the QF and the Cooperative, the contract terminates. The QF and the Cooperative may delay termination by mutual agreement.

17. Termination of this contract is allowed (i) by the QF at any time without restriction; (ii) by Mutual Agreement between the Cooperative and the QF; (iii) upon abandonment or removal of electric generating facilities by the QF; (iv) by the electric generating facilities failing to operate for during any twelve (12) consecutive month period; (v) by the Cooperative if the QF fails to comply with applicable interconnection design requirements or fails to remedy a violation of the interconnection process; (vi) in the event of an emergency on the Cooperative's distribution system; (vii) or breach of this contract by QF unless otherwise cured upon written notice of the Cooperative.
18. This contract can only be amended or modified by mutual agreement in writing signed by the QF and the Cooperative.
19. The QF must notify the Cooperative prior to any change in the electric generating facilities' capacity size or generating technology according to the interconnection process adopted by the Cooperative.
20. In the event this contract is terminated, the Cooperative shall have the rights to disconnect its facilities or direct the QF to disconnect its generating facilities.
21. This contract shall continue in effect after termination to the extent necessary to allow either the Cooperative or the QF to fulfill rights or obligations that arose under the contract.
22. Transfer of ownership of the generating facilities shall require the new owners and the Cooperative to execute a new contract. Upon the execution of a new contract with the new owners this contract shall be terminated.
23. Neither the QF or the Cooperative will be considered in default as to any obligation if the QF or the Cooperative is prevented from fulfilling the obligation due to an act of God, labor disturbance, act of public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or other cause beyond the QF's or Cooperative's control. However, the QF or Cooperative whose performance

under this contract is hindered by such an event shall make all reasonable efforts to perform its obligations.

24. The QF and the Cooperative shall at all times indemnify, defend, and save each other harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the QF's or the Cooperative's performance of its obligations under this contract, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the QF or the Cooperative.
25. The QF's and the Cooperative's liability to each other for failure to perform its obligations under this contract shall be limited to the amount of direct damage actually occurred. In no event, shall the QF or the Cooperative be liable to each other for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.
26. The Cooperative does not give any warranty, expressed or implied, to the adequacy, safety, or other characteristics of the QF's interconnected system.
27. The Cooperative and the QF will each be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof.

THE QF AND THE COOPERATIVE HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE LISTED BY SIGNER.

QF

By: _____

MEMBER:

DATE: _____

COOPERATIVE

By: _____

TITLE: Ty Hougum, CIO/VP

DATE: _____

Reviewed and Approved to Form:

JANET REITER
CHICAGO COUNTY ATTORNEY

Jeffrey B. Fuge
Assistant County Attorney
March 1, 2023

EAST CENTRAL ENERGY

Rate Schedule PG-1

Cogeneration and Small Power Production Effective: January 2023 Revenue month
Standard Rate Energy bills due in February 2023

Availability

Available to all members where the member has qualified small power production or cogeneration facilities connected in parallel with East Central Energy's (ECE) facilities. The member is required to execute an Interconnection Agreement with ECE. A Qualifying Facility (QF) is a cogeneration and small power production facility that satisfies the conditions in 18 Code of Federal Regulations, Section 292.101(b).

Character of service

Service hereunder shall be alternating current, 60 hertz, at available voltages.

Rate

ECE shall pay the member monthly for all energy delivered during the month at the applicable rate from Section 1.01-1.04 below.

- 1.01 **Net Energy Billing**: Available to any QF of less than 40 kW capacity that do not select either the Roll Over Credits, Simultaneous Purchase and Sale Billing or Time-of-Day rates.

ECE shall bill the QF for the excess energy supplied by ECE above energy supplied by the QF during each billing period according to ECE's applicable retail rate schedule. ECE shall pay the member for the energy generated by the QF that exceeds that supplied by ECE during a billing period as follows:

<u>Type of Retail Service</u>	<u>Rate (per kWh)</u>
Residential	12.972¢
X Small General Service	11.188¢
General Service	5.613¢

- 1.02 **Roll Over Credits**: Available to any QF of less than 40 kW that do not select either Net Energy Billing, Simultaneous Purchase and Sale Billing or Time of Day rates.

Kilowatt-hours produced by the QF in excess of the monthly usage shall be supplied as an energy credit on the member's energy bill, carried forward and applied to subsequent energy bills, with an annual true-up on December 31. Excess energy credits existing as of December 31 shall default back to ECE with no compensation to the QF.

- 1.03 Simultaneous Purchase and Sale Billing: Available to any QF of less than 40 kW capacity that do not select or qualify for either the Net Energy Billing, Roll Over Credits or Time of Day rates and does not receive a time of day retail electric service from ECE.

Payment schedule for all energy delivered to ECE.

	<u>Nov-Apr</u>	<u>May-Oct</u>
Energy Payment per kWh	5.165¢	4.056¢
Capacity Payment for Firm Power per kWh	0.000¢	0.000¢

- 1.04 Time-of-Day Purchase Rate: Available to any QF of 100 kW capacity or less, and available to QFs with capacity of more than 100 kW if firm power is provided.

Payment schedule for all energy delivered to ECE.

	<u>Nov-Apr</u>	<u>May-Oct</u>
On-Peak Energy Payment per kWh	6.357¢	5.265¢
Off-Peak Energy Payment per kWh	4.219¢	3.078¢
Capacity Payment for Firm Power per On-Peak kWh	0.000¢	0.000¢

Taxes/Fees

The rates set forth are based on current applicable taxes and/or fees on the transmission, distribution or sale of electricity allocable as appropriate to be paid by the member.

Definition

DETERMINATION OF FIRM POWER: The QF will have supplied firm power if during the billing period an on-peak capacity factor of at least 65% was achieved. The calculation of the on-peak capacity factor will be as follows: the average on-peak period metered capacity delivered to ECE for the on-peak period of the billing period divided by the greatest 15-minute metered capacity delivered for the on-peak period of the same billing period expressed in percent and rounded to the nearest whole percent. If the percent calculated is 65 or greater, capacity payment will be made. If the percent calculated is less than 65, capacity payment will not be made.

ON-PEAK HOURS. The on peak hours are defined as weekdays from 10:00 to 20:00 CPT except for the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

OFF-PEAK HOURS. The off peak hours are defined as all hours besides on peak hours.

This rate was included in the March 2023 report to the ECE Board of Directors.

Chisago County Request for Board Action

Meeting Date: March 15, 2023	Item Number: 14
Title of Item for Consideration: Report and Recommendations from the March 8, 2023 Budget and Finance Committee	
Action Requested by: Budget & Finance	Department: County Board of Commissioners
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its Committees or individual members.	
Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its February 8th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations: <u>Current Year-to-Date Financial Update:</u> The Committee reviewed the current up to date financials; operating budget activity, cash flow considerations, monthly-to-annual payroll, and the local option sales and wheelage tax numbers. <u>The Committee recommended accepting the reports.</u> <u>North Branch Library Community Room – Blinds:</u> The Committee discussed the current state of the blinds and whether to replace all the blinds in all the libraries or just the requested. They also discussed whether to use ARPA or unused 2022 CIP funds. The Committee recommended using \$3,240 of unused 2022 CIP funds to replace the blinds in the North Branch Library. <u>Discussion of Auditor's Warrants:</u> County Auditor-Treasurer Bridgitte Konrad discussed the bills process and differences between Commissioner Warrants and Auditor's Warrants. She specifically discussed HHS bills and the differences. <i>No Action at this time.</i> <u>Central MN Council on Aging (CMCOA) – Funding Request:</u> The Committee discussed the Central MN Council on Aging request for \$3,547, which is used by CMCOA to match its administrative match. The Committee recommending using HHS funds to pay the proposal and to also build this request into the operating budget in future years. <u>APRA Broadband Grant – City of Harris:</u> The Committee reviewed and discussed the recently received Broadband Grant program application from the City of Harris. The City of Harris is requesting \$186,736 to bring broadband to underserved and unserved areas of Harris. The Committee recommended forwarding the grant application to the Board of Commissioners. <u>Supervisor Training – Quinlivan and Hughes ARPA:</u> County Administrator Chase Burnham discussed hiring a attorney trainer for	

management/supervising staff on a variety of topics which management faces in the current labor climate. The Administrator was quoted \$5,500 from Quinlivan and Hughes to provide the training. The Committee recommended using \$5,500 from the 2022 unused CIP funding.

METS Paperless Solution – HHS:

HHS Director Bob Benson presented HHS's need of a paperless solution form system. HHS was quoted \$100,000. The Committee recommended using \$100,000 from the IM fund balance to pay for it.

Attachment:

- March 8th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the March 8th Budget and Finance Report and approve the recommendations from the Budget and Finance Committee individually with the following motions below. Recommended Board Action, if any, may be undertaken via the above individual motions or via the following encompassing motion:

“Move to accept the March 8th Budget and Finance Report.”

and

“Move to approve using \$3,240 of unused 2022 CIP funds to replace the blinds in the North Branch Library.”

and

“Move to approve using \$3,547 of HHS funds to pay the CMCOA request and to also build this request into the operating budget in future years.

and

“Move to approve the City of Harris’ Chisago County ARPA Broadband Grant application, in the amount of \$186,736.”

and

“Move to approve using \$5,500 from the 2022 unused CIP funding for Supervisor/Management Training from Quinlivan and Hughes.”

and

“Move to approve using \$100,000 from the IM fund balance to pay for the METS Paperless Solution.”

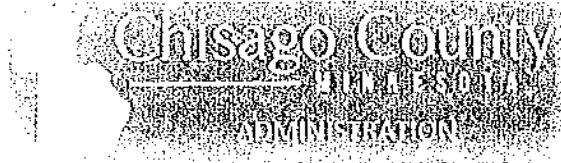
Implications of Action: County Board consideration and approval at tonight's meeting will allow the County to continue with its various financial planning and budgeting activities.

Budget/Financial Implications: Tonight's recommended actions may approve certain specific expenditures. Tonight's actions may also have implications for future county budgets.

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

Administrator's Recommendation

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



BUDGET & FINANCE COMMITTEE AGENDA

Wednesday, March 8, 2023

3:00 PM • Boardroom

Chisago County Government Center, 313 N. Main St., Center City, MN 55012

PROPOSED AMENDED AGENDA

- I. Current Year-to-Date Financial Update
 - A. Operating Budget Activity (P&L)
 - B. Cash Flow Considerations (CF)
 - C. Monthly-to-Annual Payroll Assessment
 - D. Local Option Sales Tax and Wheelage Tax Update
- II. North Branch Library Community Room – Blinds
- III. Discussion of Auditor's Warrants
- IV. Central MN Council on Aging (CMCOA) – Funding Request
- V. APRA Broadband Grant
 - a. City of Harris
 - b. Discussion
- VI. Supervisor Training – Quinlivan and Hughes ARPA
- VII. METS Paperless Solution – HHS
- VIII. Other B/F Items

******* Next B/F Discussion of Fund Balances and Fund Balance Policy *******

NOTICE OF INTERACTIVE PARTICIPATION

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Budget and Finance Committee Meeting on Wednesday March 8th at 3:00 p.m. via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from Tortuga Beach Inn, located at 1325 Gulf Drive N., Bradenton Beach, FL 34213, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

**OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 02/28/2023
17% OF YEAR COMPLETE**

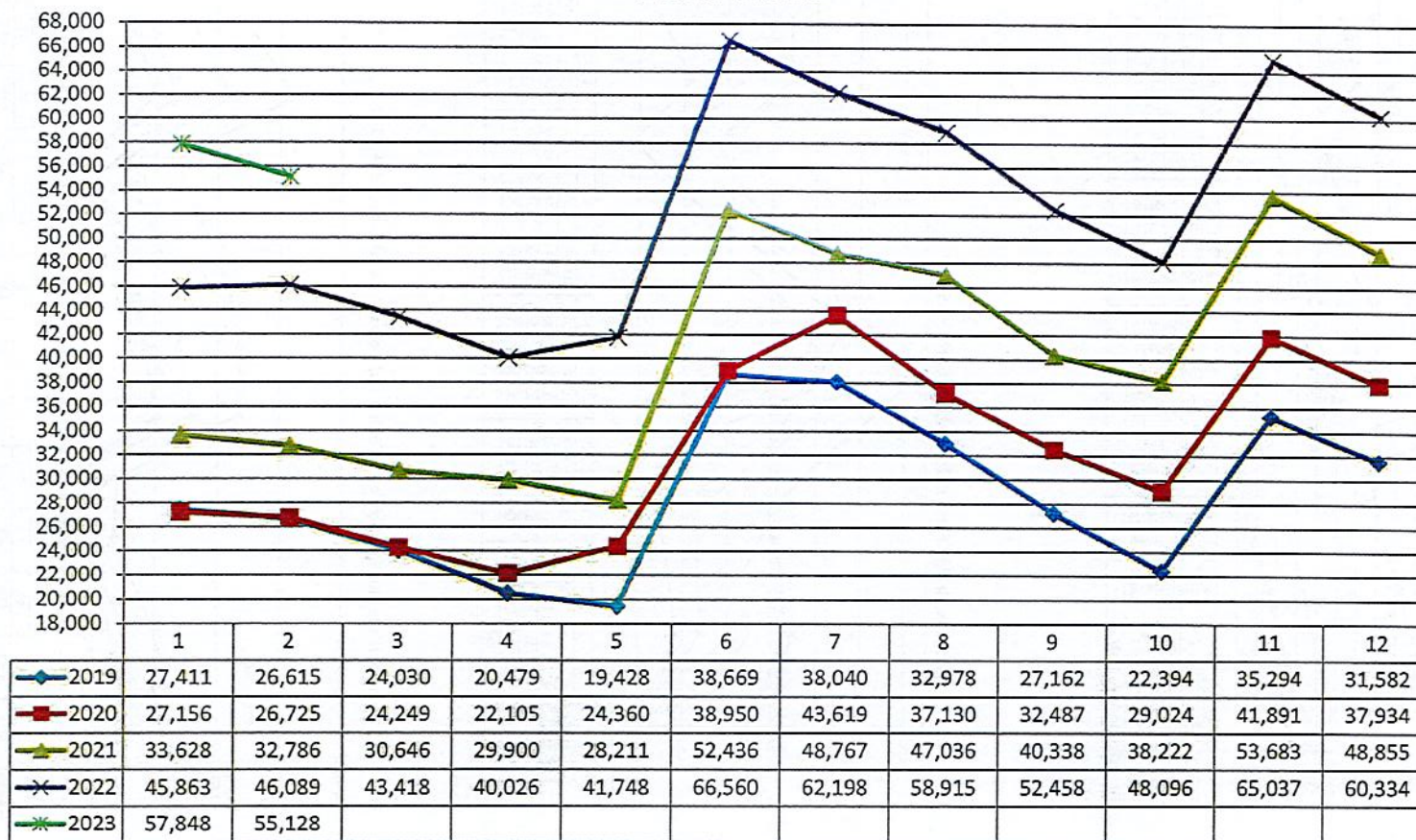
I.

GENERAL FUND	2023 Budget As Amended	As of 02/28/2023	% of Budget	Notes
Board of Commissioners	161,200.00	42,345.00	26%	MICA dues paid in Feb
District Court	212,500.00	15,140.00	7%	
Law Library (Restricted)	161,092.00	6,135.00	4%	
County Administrator	71,800.00	22,907.00	32%	Misc dues paid in Feb
Auditor-Treasurer	28,110.00	784.00	3%	
Audit	100,000.00	-	0%	
Assessor	39,400.00	5,801.00	15%	
Enterprise Services	3,875,679.00	555,197.00	14%	
Central Services	113,589.00	7,083.00	6%	
Elections	202,725.00	2,049.00	1%	
County Attorney	71,450.00	15,431.00	22%	Misc dues paid in Feb
County Attorney Forfeiture (Restricted)	29,417.00	-	0%	
Recorder	16,950.00	5,832.00	34%	1st Half Title Examiner Fees
Recorder Compliance/Technology (Restricted)	2,270,318.00	8,707.00	0%	
Maintenance	1,005,378.00	147,072.00	15%	
Planning & Zoning	261,500.00	33,610.00	13%	
General Government	2,027,563.00	638,509.00	31%	Longevity Bonuses
Contingency	109,747.00	-	0%	
				Misc dues paid in Feb; mortgage foreclosure payout (matching revenue)
Sheriff	991,760.00	419,177.00	42%	
Sheriff Forfeitures (Restricted)	35,320.00	17,764.00	50%	
Boat & Water (Restricted)	-	-		
Sheriff's Reserve (Restricted)	10,903.00	1,012.00	9%	
Snowmobile Safety (Restricted)	-	-		
Sheriff's Contingency (Restricted)	4,828.00	-	0%	
Gun Permits (Restricted)	181,846.00	5,364.00	3%	
Project Lifesaver (Restricted)	5,121.00	-	0%	
Public Safety Grants (Restricted)	114,453.00	5,799.00	5%	
Coroner	153,159.00	2,800.00	2%	
County Jail	742,150.00	100,702.00	14%	
Jail Canteen (Restricted)	136,391.00	1,238.00	1%	
Probation & Parole	138,106.00	47,056.00	34%	1st Half Sentence to Serve Fees
Emergency Management	44,580.00	30,328.00	68%	2023 CODERED Svc Fee
E-911 (Restricted)	371,715.00	-	0%	
Controlled Substances - Share of Fines (Restricted)	3,730.00	-	0%	
Historical Society	35,210.00	15,105.00	43%	1st Half Allocation
Regional Library	748,331.00	374,165.00	50%	1st Half Allocation
Parks	131,000.00	5,514.00	4%	
County Agricultural Society	16,000.00	8,000.00	50%	1st Half Allocation
County Extension Services	138,700.00	8,673.00	6%	
Soil & Water	150,000.00	75,000.00	50%	1st Half Allocation
Water Quality Grant (Restricted)	359,089.00	826.00	0%	
Sewer Grants (Restricted)	43,344.00	-	0%	
Wetland Grant (Restricted)	5,000.00	5,000.00	100%	
Watercraft Inspection (Restricted)	141,731.00	164.00	0%	
Economic Development	70,000.00	-	0%	
TOTAL GENERAL FUND	\$ 15,530,885.00	\$ 2,630,289.00	17%	
SELF INSURANCE FUND				
Other General Government	300,000.00	-	0%	
TOTAL SELF INSURANCE FUND	\$ 300,000.00	\$ -	0%	
ROAD AND BRIDGE FUND				
Surveyor	8,050.00	1,222.00	15%	
Highway Administration	38,500.00	6,707.00	17%	
Highway Engineering	2,646,450.00	222,950.00	8%	
Highway Construction	9,500,000.00	762,989.00	8%	
Highway Maintenance	2,739,300.00	364,271.00	13%	
Equipment Maintenance/Shop	898,700.00	224,188.00	25%	Equipment repairs
Traffic Operations	391,500.00	4,631.00	1%	
TOTAL ROAD AND BRIDGE FUND	\$ 16,222,500.00	\$ 1,586,958.00	10%	

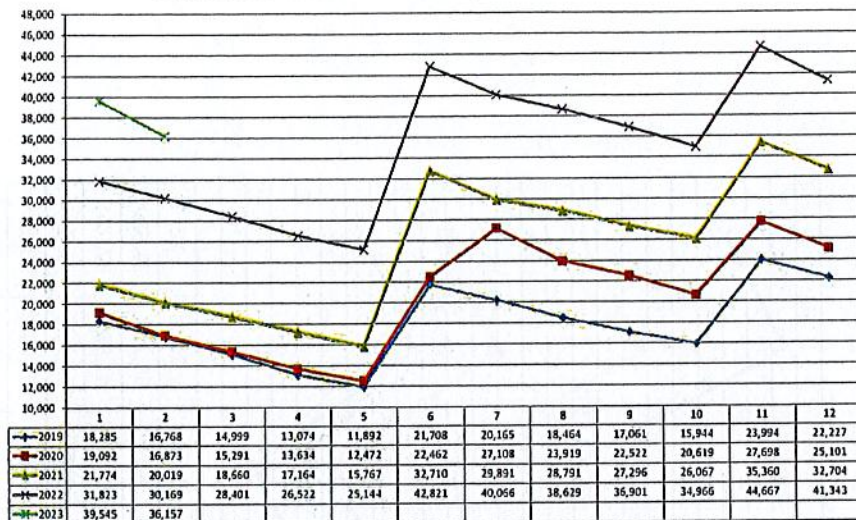
OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 02/28/2023
17% OF YEAR COMPLETE

	2023 Budget As Amended	As of 02/28/2023	% of Budget	Notes
HEALTH AND HUMAN SERVICES				
Veterans Service	37,150.00	5,599.00	15%	
Income Maintenance	768,800.00	117,854.00	15%	
Social Services	3,918,493.00	426,811.00	11%	
Local Collaborative	-	19,560.00		Not County funds
Public Health Nursing	343,470.00	25,404.00	7%	
TOTAL HEALTH AND HUMAN SERVICES	\$ 5,067,913.00	\$ 595,228.00	12%	
BUILDING FUND				
General Government	524,750.00	132,262.00	25%	Honeywell lease payment
Score Grant Fund	17,000.00	-	0%	
TOTAL BUILDING FUND	\$ 541,750.00	\$ 132,262.00	24%	
CAPITAL EQUIPMENT FUND				
Administration	25,000.00	-	0%	
Armer Radio - Replacement Fund	230,930.00	-	0%	
Auditor-Treasurer (Elections)	164,500.00	-	0%	
Enterprise Services	993,036.00	4,990.00	1%	
HHS	80,000.00	-	0%	
Maintenance	227,772.00	9,300.00	4%	
Other General Government (Unallocated)	163,181.00	-	0%	
Sheriff	627,179.00	5,835.00	1%	
Highway	968,530.00	189,900.00	20%	
Parks	357,824.00	5,831.00	2%	
TOTAL CAPITAL EQUIPMENT FUND	\$ 3,837,952.00	\$ 215,856.00	6%	
SOLID WASTE FUND				
Score Grant Fund	263,250.00	12,560.00	5%	
HHW Operations	721,250.00	50,857.00	7%	
TOTAL SOLID WASTE FUND	\$ 984,500.00	\$ 63,417.00	6%	
PARK ACQUISITION & IMPROVEMENT FUND				
Parks	1,396,802.00	68,023.00	5%	
TOTAL PARK ACQ & IMPV FUND	\$ 1,396,802.00	\$ 68,023.00	5%	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	186,000.00	11,318.00	6%	
TOTAL LAKE IMPV DISTRICT MAINT	\$ 186,000.00	\$ 11,318.00	6%	
DEBT SERVICE FUND				
Road Debt	2,009,910.00	1,721,156.00	86%	Principal + Interest
HHS Debt	261,765.00	224,609.00	86%	Principal + Interest
Library Debt	469,088.00	415,560.00	89%	Principal + Interest
Jail Debt	1,048,465.00	787,409.00	75%	Principal + Interest
Business Park Bonds	241,815.00	188,104.00	78%	Principal + Interest
Capital Projects	667,199.00	522,760.00	78%	Principal + Interest
TOTAL DEBT SERVICE FUND	\$ 4,698,242.00	\$ 3,859,598.00	82%	
TOTAL ALL FUNDS	\$ 48,765,544.00	\$ 9,162,949.00	19%	

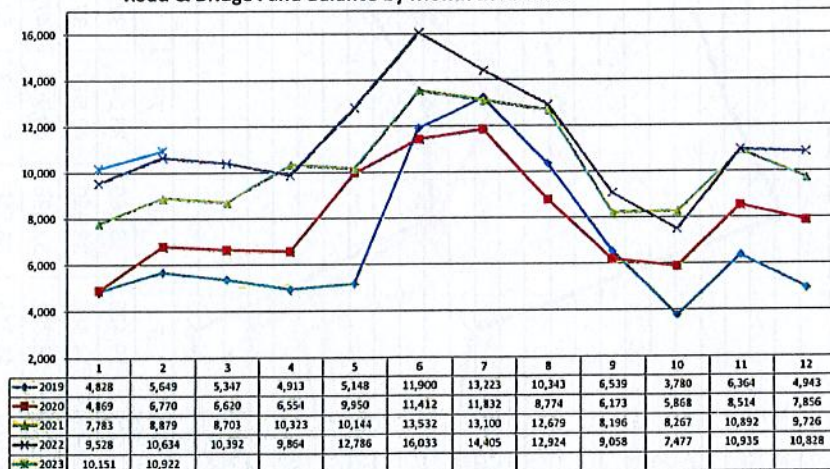
Revenue, Highway and HHS Funds: Cash Fund Balance by Month 2019-2023



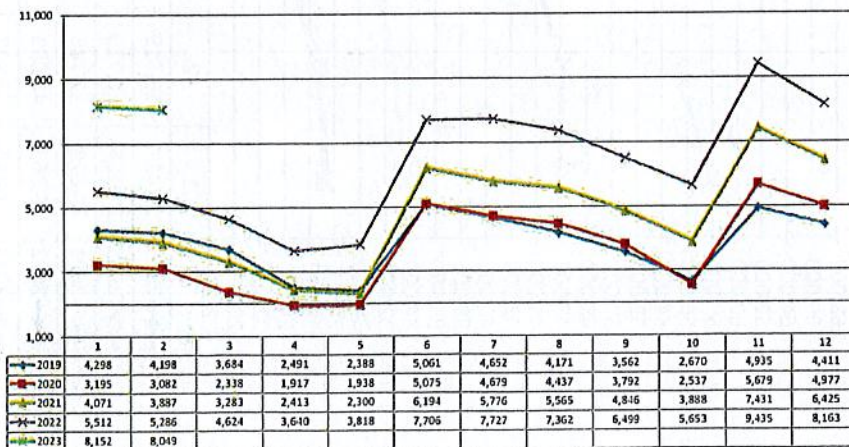
General Fund: Cash Fund Balance by Month 2019-2023



Road & Bridge Fund Balance by Month 2019-2023



Health & Human Services: Cash Fund Balance by Month 2019-2023



**SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 02/28/2023
17% OF YEAR COMPLETE**

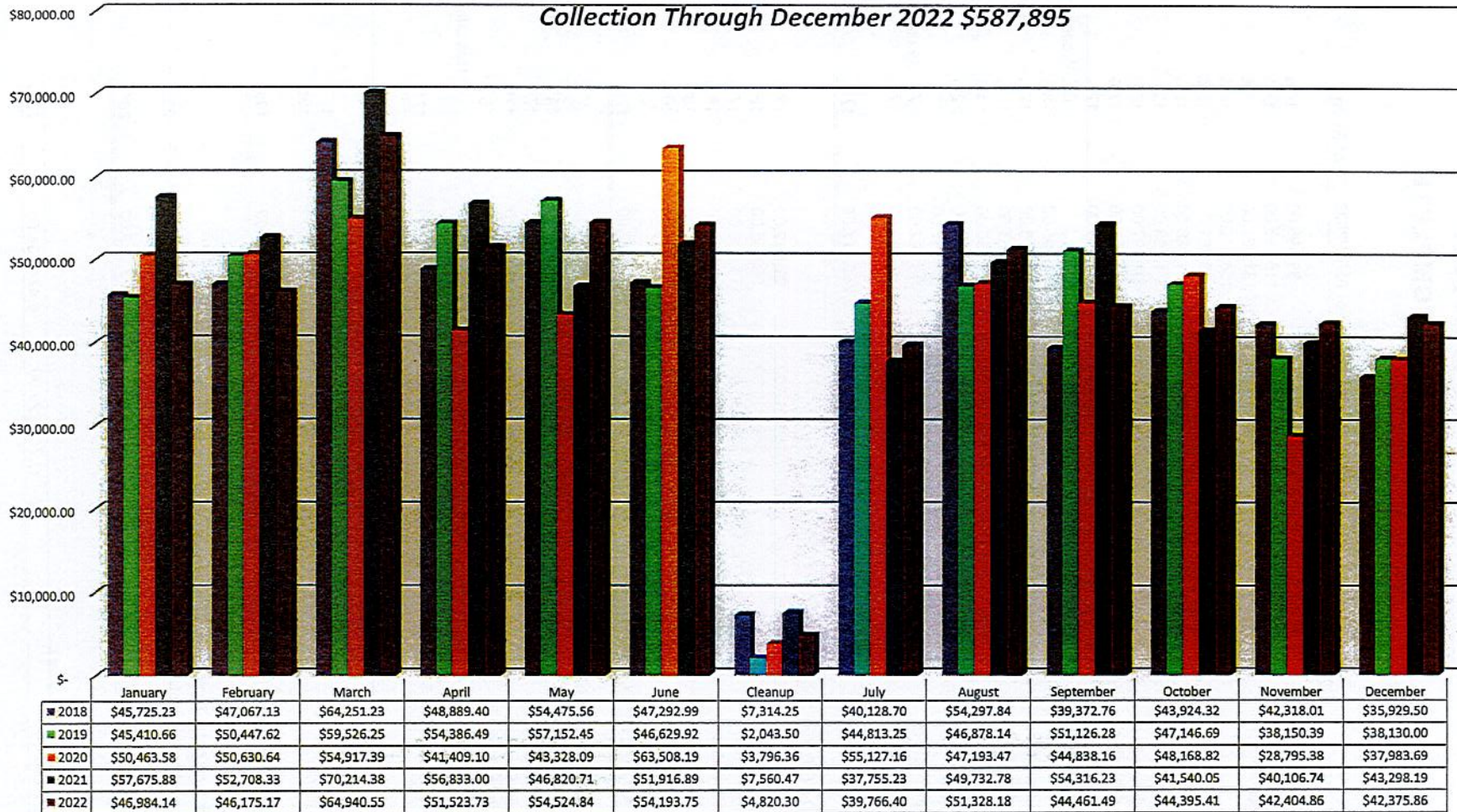
	2023 Budget	As of 02/28/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	224,952.00	35,398.00	16%	
County Administrator	710,811.00	118,755.00	17%	
Auditor-Treasurer	755,366.00	131,081.00	17%	
Assessor	890,015.00	158,949.00	18%	
Enterprise Services	1,995,626.00	358,261.00	18%	
County Attorney	2,147,207.00	371,180.00	17%	
Recorder	394,525.00	71,393.00	18%	
Maintenance	609,626.00	97,997.00	16%	
Planning & Zoning	930,468.00	160,425.00	17%	
Sheriff	6,798,558.00	1,165,648.00	17%	
Public Safety Grants	21,180.00	-	0%	Wages transferred at year end
County Jail	3,684,060.00	661,895.00	18%	
Probation & Parole	1,128,769.00	193,208.00	17%	
Emergency Management	112,864.00	19,153.00	17%	
Parks	379,994.00	53,266.00	14%	
Water Quality Grant	105,931.00	22,956.00	22%	
Wetland Grant	105,443.00	18,867.00	18%	
Watercraft Inspection	212,401.00	13,892.00	7%	Seasonal
Non-Levy Departments	669,214.00	113,587.00	17%	
TOTAL GENERAL FUND	\$ 21,877,010.00	\$ 3,765,911.00	17%	
ROAD AND BRIDGE FUND				
Surveyor	156,712.00	27,042.00	17%	
Highway Administration	360,716.00	58,955.00	16%	
Highway Engineering	997,380.00	173,499.00	17%	
Highway Maintenance	1,679,032.00	307,796.00	18%	
Equipment Maintenance/Shop	485,665.00	85,791.00	18%	
Traffic Operations	212,630.00	21,014.00	10%	
TOTAL ROAD AND BRIDGE FUND	\$ 3,892,135.00	\$ 674,097.00	17%	
HEALTH AND HUMAN SERVICES				
Veterans Service	249,951.00	35,978.00	14%	
Income Maintenance	2,970,611.00	503,220.00	17%	
Social Services	6,644,566.00	1,148,953.00	17%	
Public Health Nursing	1,766,878.00	279,195.00	16%	
Opioid Settlement	-	3,508.00		Has offsetting Revenue
TOTAL HEALTH AND HUMAN SERVICES	\$ 11,632,006.00	\$ 1,970,854.00	17%	
SOLID WASTE FUND				
Score Grant Fund	55,045.00	9,525.00	17%	
HHW Operations	159,004.00	25,724.00	16%	
TOTAL SOLID WASTE FUND	\$ 214,049.00	\$ 35,249.00	16%	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	141,520.00	28,225.00	20%	
TOTAL LAKE IMPV DISTRICT MAINT	\$ 141,520.00	\$ 28,225.00	20%	
TOTAL ALL FUNDS	\$ 37,756,720.00	\$ 6,474,336.00	17%	

Wheelage Tax

Average Annual Collection \$565,349

2022 Budget \$600,000

Collection Through December 2022 \$587,895

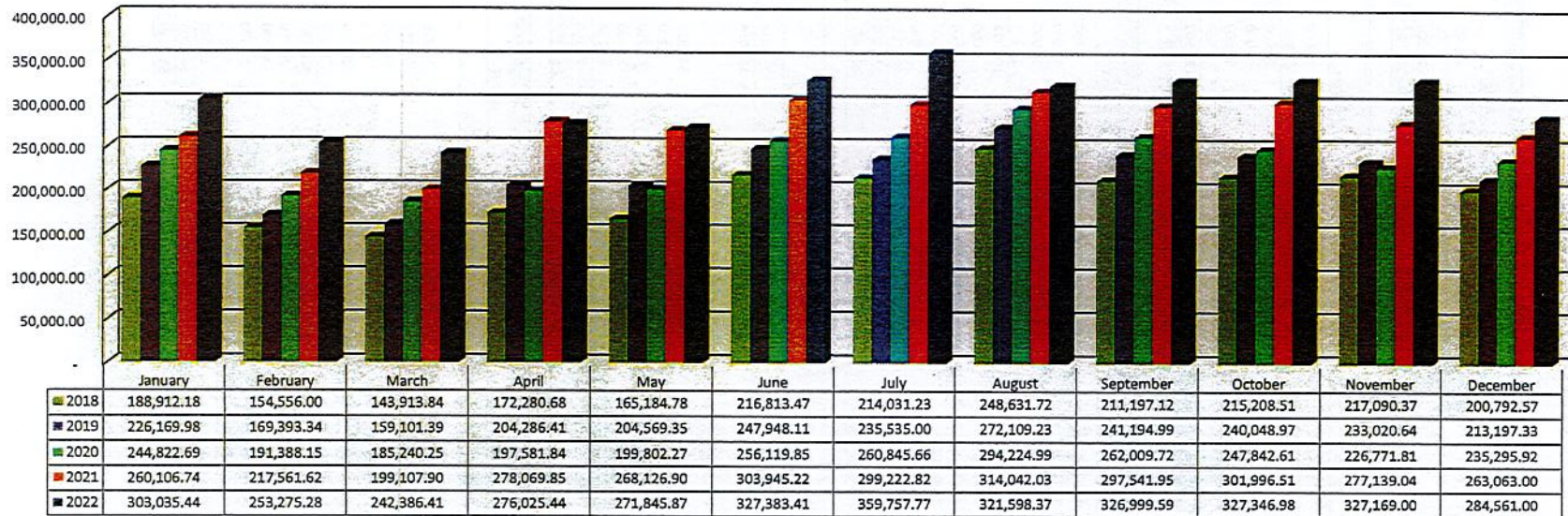


Sale Tax - By Month

Average Annual Collection \$2,638,888

2022 Budget \$2,800,000

Total Collection Through December 2022 \$3,621,385



**2023 Capital Improvement Plan
Budget to Actual
As of February 28, 2023**

ADMINISTRATION					
Description	Project #	Source	Budget	Actual	Remaining
County Codification Services	N/A	CARRYOVER	15,000	-	15,000
Office Remodel - Veteran's Services	ADM-0198	CARRYOVER	10,000	-	10,000
Total Carryover from 2022			25,000	-	25,000
Total			\$ 25,000	\$ -	\$ 25,000
AUDITOR TREASURER (ELECTIONS)					
Description	Project #	Source	Budget	Actual	Remaining
Election Pollbook Replacement	AUD-0138	CARRYOVER	21,000	-	21,000
Election Equipment Replacement Fund	AUD-0137	CARRYOVER	59,000	-	59,000
Total Carryover from 2022			80,000	-	80,000
Election Equipment Replacement Fund	AUD-0137	2023 CIP BUDGET	59,000	-	59,000
Electronic Pollbook Replacement	AUD-0138	2023 CIP BUDGET	21,000	-	21,000
Election Results - Storage Media	AUD-0139	2023 CIP BUDGET	4,500	-	4,500
Total 2023 CIP Budget			84,500	-	84,500
Grand Total			\$ 164,500	\$ -	\$ 164,500
FACILITY MAINTENANCE					
Description	Project #	Source	Budget	Actual	Remaining
Exterior Door Badge Access at PSC	MNT-0267	CARRYOVER	5,500	-	5,500
Fence Around Generator at PSC	MNT-0267	CARRYOVER	12,000	-	12,000
Parking Gate/Fence at PSC	MNT-0267	CARRYOVER	50,000	-	50,000
Cameras at PSC	ENTS-0184	CARRYOVER	37,272	-	37,272
Total Carryover from 2022			104,772	-	104,772
Repair Courthouse lots	MNT-0055	2023 CIP BUDGET	5,000	-	5,000
Replace water heater at the Courthouse	MNT-0061	2023 CIP BUDGET	7,500	-	7,500
Replacement APC Automatic Transfer Switches	MNT-0094	2023 CIP BUDGET	9,500	-	9,500
Better Hallway Signage on 3rd floor	MNT-0219	2023 CIP BUDGET	1,000	-	1,000
Fencing and Parking Gate at PSC	MNT-0267	2023 CIP BUDGET	100,000	-	100,000
Total 2023 CIP Budget			123,000	-	123,000
Grand Total			\$ 227,772	\$ -	\$ 227,772
SHERIFF'S OFFICE					
Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	N/A	CARRYOVER	130,014	21,069	151,083
Total Carryover from 2022			130,014	21,069	151,083
K-9 Replacement	N/A		-	20,000	20,000
Sheriff's Office Patrol Vehicle Replacements - 6 squads	CCSO-0141	2023 CIP BUDGET	372,926	(131)	372,795
Reserve Deputy Ballistic Vests	CCSO-0225	2023 CIP BUDGET	9,200	(930)	8,270
40LMTS Single Shot Less Lethal	CCSO-0235	2023 CIP BUDGET	46,750	-	46,750
Agency Handgun Program	CCSO-0237	2023 CIP BUDGET	24,500	(4,860)	19,640
Jail Transport Vehicle	CCSO-0238		43,789	-	43,789
Total 2023 CIP Budget			497,165	14,079	511,244
Grand Total			\$ 627,179	\$ 35,148	\$ 662,327
PUBLIC WORKS					
Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	N/A	REVENUE	-	1,675	1,675
Total Revenue			-	1,675	1,675
Skid Steer Trailer	PWKS-0166	CARRYOVER	19,776	-	19,776
Lowboy Trailer	PWKS-0165	CARRYOVER	38,118	(38,118)	-
1-Ton Work Truck	PWKS-0168	CARRYOVER	60,000	-	60,000
1-Ton Tipper Truck	PWKS-0206	CARRYOVER	76,563	-	76,563
Sign Truck	PWKS-0081	CARRYOVER	220,000	(77,782)	142,218
Hydrant Replacement	N/A	CARRYOVER	10,073	-	10,073
Total Carryover from 2022			424,530	(115,900)	308,630
Tandem Snow Plow Truck	PWKS-0171	2023 CIP BUDGET	170,000	-	170,000
Tandem Snow Plow Truck	PWKS-0172	2023 CIP BUDGET	170,000	-	170,000
1-ton Work Truck	PWKS-0209	2023 CIP BUDGET	80,000	-	80,000
Survey Equipment	PWKS-0227	2023 CIP BUDGET	74,000	(74,000)	-
Fuel Island Repairs	PWKS-0233	2023 CIP BUDGET	50,000	-	50,000
Total 2023 CIP Budget			544,000	(74,000)	470,000
Grand Total			\$ 968,530	\$ (188,225)	\$ 780,305

**2023 Capital Improvement Plan
Budget to Actual
As of February 28, 2023**

PARKS/ENVIRONMENTAL					
Description	Project #	Source	Budget	Actual	Remaining
Swedish Immigrant Trail Erosion Control Measures	ENVS-0105	CARRYOVER	7,500	-	7,500
Security Lighting & Electrical Services	ENVS-0108	CARRYOVER	500	-	500
Fish Lake Park Plan/Design Services	ENVS-0111	CARRYOVER	15,304	(5,831)	9,473
Sunrise Prairie Trail - 15% Match	N/A	CARRYOVER	209,520	-	209,520
Total Carryover from 2022			232,824	(5,831)	226,993
Ki-Chi-Saga Playground Swing	ENVS-0114	2023 CIP BUDGET	15,000	-	15,000
Parking Lot Gravel & Grading					
Frandsen/Checkerboard Parks	ENVS-0115	2023 CIP BUDGET	25,000	-	25,000
Swedish Immigrant Regional Trail Pavement Repair	ENVS-0116	2023 CIP BUDGET	15,000	-	15,000
Parks 1998 Tractor Trailer Replacement	ENVS-0118	2023 CIP BUDGET	15,000	-	15,000
Parks 2001 Trailer Replacement	ENVS-0119	2023 CIP BUDGET	15,000	-	15,000
Parks Maintenance Facility Well	ENVS-0239	2023 CIP BUDGET	15,000	-	15,000
Sunrise Prairie Regional Trail-Subgrade Correction and Paving	ENVS-0241	2023 CIP BUDGET	25,000	-	25,000
Total 2023 CIP Budget			125,000	-	125,000
Grand Total			\$ 357,824	(5,831)	\$ 351,993
TECHNOLOGY					
Description	Project #	Source	Budget	Actual	Remaining
ARMER Testing Equipment	N/A	CARRYOVER	37,800	-	37,800
Replace 9 Printers for Sheriff's Office - Jail, Jail Admin, SO	ENTS-017	CARRYOVER	4,600	-	4,600
Replace 6 high volume scanners for HHS	ENTS-030	CARRYOVER	6,000	-	6,000
Upgrade of Keysecure Data Encryption Equipment	ENTS-095	CARRYOVER	17,250	-	17,250
Relocate the Wyoming Emergency Paging Tower	ENTS-083	CARRYOVER	100,000	-	100,000
Total Carryover from 2022			165,650	-	165,650
Replacement of 20 MDC's/Laptops for Sheriff's Office due to age 1/2 were done in 2022	ENTS-0028	2023 CIP BUDGET	32,500	-	32,500
5 replacement laptops for HHS	ENTS-0031	2023 CIP BUDGET	6,175	-	6,175
MCC 7500E Laptop Consoles (2)	ENTS-0088	2023 CIP BUDGET	165,000	-	165,000
Replace Printer for County Administration	ENTS-0096	2023 CIP BUDGET	500	-	500
Replace Fujitsu Scanner in Treasurer's Office	ENTS-0098	2023 CIP BUDGET	985	-	985
Replace network cores at ECC, No parts available	ENTS-0099	2023 CIP BUDGET	515,926	-	515,926
Replace network switches that support end user devices	ENTS-0103	2023 CIP BUDGET	60,000	-	60,000
Social Media and Texting archive solution	ENTS-0179	2023 CIP BUDGET	7,200	(4,990)	2,210
Replace 3 PC's in Attorney's Office	ENTS-0243	2023 CIP BUDGET	3,300	-	3,300
Replace 6 laptops for County Attorney Office	ENTS-0244	2023 CIP BUDGET	8,700	-	8,700
Replace laptop for Assessor's Department	ENTS-0245	2023 CIP BUDGET	1,450	-	1,450
Replace laptop in Auditor's Department	ENTS-0246	2023 CIP BUDGET	1,450	-	1,450
Replace 2 laptops in Probation due to age	ENTS-0248	2023 CIP BUDGET	2,900	-	2,900
Replace 4 PC's in ECC / 911 Center due to age	ENTS-0250	2023 CIP BUDGET	4,400	-	4,400
Replace 2 PC's in HHS due to age	ENTS-0251	2023 CIP BUDGET	2,200	-	2,200
Replace 3 Desktop PC's in the Jail due to age	ENTS-0254	2023 CIP BUDGET	3,300	-	3,300
Replace "all in one" printer for Sheriff's Office due to age	ENTS-0255	2023 CIP BUDGET	750	-	750
Replace 6 Desktop PC's in Sheriff's Office due to age	ENTS-0256	2023 CIP BUDGET	6,600	-	6,600
Replace 1 printer due to age in Zoning	ENTS-0259	2023 CIP BUDGET	850	-	850
Add 1 WDA / Laptop to Probation *May need added software licenses for Pro Phoenix	PBTN-0249	2023 CIP BUDGET	3,200	-	3,200
Total 2023 CIP Budget			827,386	(4,990)	822,396
Grand Total			\$ 993,036	(4,990)	\$ 988,046
HHS					
Description	Project #	Source	Budget	Actual	Remaining
Child Protection Interview/visitation rooms	HHS-0195	2023 CIP BUDGET	40,000	-	40,000
HHS Interview Rooms	HHS-0196	2023 CIP BUDGET	40,000	-	40,000
Total			\$ 80,000	\$ -	\$ 80,000
UNALLOCATED					
Description	Source	Budget	Actual	Remaining	
2023 Unallocated CIP Funds	2023 CIP BUDGET	163,181	-	163,181	
Total		\$ 163,181	\$ -	\$ 163,181	
TOTAL ALL DEPARTMENTS		\$ 3,607,022	(163,898)	\$ 3,443,124	

**ARPA Expenses
Budget to Actual
As of February 28, 2023**

ADMINISTRATION					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0199 ADM	'Old' Jail and White House Demolition	\$ 800,000	\$ (44,455)	\$ (2,020)	\$ 753,525
ARPA-0335 ADM	Broadband	1,945,050	(79,960)	(19,990)	1,845,100
ARPA-0336 ADM	School Grants - Vocational Programs	500,000	(500,000)	-	-
ARPA-0341 ADM	School Grants - Open Use	100,000	(100,000)	-	-
ARPA-0345 ADM	IT Assessment	35,000	(36,944)	-	(1,944)
ARPA-0349 ADM	Employee Engagement Survey	9,300	(8,660)	-	640
ARPA-0354 ADM	ARPA Advisory Consultant	1,775	(1,775)	-	-
ARPA-0356 ADM	Childcare Provider Training Assistance	100,000	-	-	100,000
		\$ 3,491,125	\$ (771,794)	\$ (22,010)	\$ 2,697,321
ATTORNEY					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0339 ATT	Children's Services Collaborative	\$ 118,298	\$ (118,298)	\$ -	\$ -
ARPA-0340 ATT	County Attorney - FT Media Services Tech	108,018	(5,575)	(1,140)	101,303
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(15,645)	(1,745)	34,078
		\$ 277,784	\$ (139,518)	\$ (2,885)	\$ 135,381
AUDITOR-TREASURER					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0337 AUD	Tyler Tax/CAMA Software	\$ 250,000	\$ -	\$ -	\$ 250,000
ARPA-0347 AUD	Single Use Audit - ARPA Funds	20,000	-	-	20,000
		\$ 270,000	\$ -	\$ -	\$ 270,000
EMERGENCY MANAGEMENT					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	\$ 60,000	\$ -	\$ -	\$ 60,000
ENTERPRISE SERVICES					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0062 ENTS	Replace ceiling grid and tile in the hallways of the 1989 Courthouse	\$ 75,000	\$ -	\$ -	\$ 75,000
ARPA-0092 ENTS	Cisco USC Interconnects / Chassis	229,032	-	-	229,032
ARPA-0093 ENTS	Upgrade Backup Exec Tape Library	75,000	-	-	75,000
ARPA-0101 ENTS	Upgrade data center fabric network switches at the ECC data center	75,000	-	-	75,000
ARPA-0102 ENTS	Upgrade data center fabric network switches at the Courthouse data center	75,000	-	-	75,000
ARPA-0133 ENTS	Cyber Security Audit, Testing and Mitigation	65,000	-	-	65,000
ARPA-0202 ENTS	Cisco UCS in DMZ Replacement of Chassis and Fabric Interconnects	53,400	-	-	53,400
ARPA-0352 ENTS	2 Laptops - U of MN Extension	4,200	(2,937)	-	1,263
ARPA-0355 ENTS	Laptop - HHS	1,620	(1,620)	-	-
ARPA-0086 ENTS	*ARPA ARMER* Broadband PTT Solution (ARMER Radio to Smartphone)	15,000	-	-	15,000
ARPA-0087 ENTS	*ARPA ARMER* Increase microwave bandwidth to Nessel ARMER site	1,700	-	-	1,700
ARPA-0261 ENTS	*ARPA ARMER* Upgrade of ARMER Microwave backhaul system- this is a multi year project	800,000	-	-	800,000
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	2,083,300	-	(41,661)	2,041,639
		\$ 3,553,252	\$ (4,557)	\$ (41,661)	\$ 3,507,034

ENVIRONMENTAL SERVICES					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0117 ENVS	Park Maintenance Cold Storage and Shop	\$ 100,000	\$ -	\$ -	\$ 100,000
ARPA-0180 ENVS	Online Permitting/Licensing Module	95,000	-	-	95,000
ARPA-0240 ENVS	Chisago County Mountain Bike Course	75,000	-	-	75,000
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building	150,000	-	-	150,000
ARPA-0305 ENVS	Water Resources Grant Match	250,000	-	-	250,000
ARPA-0306 ENVS	Water Resources Truck	50,000	-	-	50,000
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	-	-	121,200
		\$ 841,200	\$ -	\$ -	\$ 841,200
HEALTH AND HUMAN SERVICES					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0350 HHS	Public Health Payroll	\$ 8,190	\$ (8,190)	\$ -	\$ -
JAIL					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0348 JAIL	PPE	\$ 13,058	\$ (13,058)	\$ -	\$ -
LID					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0353 LID	Canoe, Motor and Batter - LID	\$ 2,132	\$ (2,104)	\$ -	\$ 28
MAINTENANCE					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0135 MNT	Repair elevator on 1973 side of Courthouse	\$ 50,000	\$ -	\$ -	\$ 50,000
ARPA-0333 MNT	Honeywell Phase II	729,577	(729,577)	-	-
ARPA-0343 MNT	HVAC Replacement - ECC	59,894	(59,894)	-	-
ARPA-0346 MNT	JACE Controller	29,600	(29,600)	-	-
ARPA-0351 MNT	Air Handler - ECC	6,859	(6,859)	-	-
		\$ 875,930	\$ (825,930)	\$ -	\$ 50,000
PUBLIC WORKS					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0338 PWKS	Harris Building Improvements - Phase I (Engineering/Architectural Fees)	\$ 148,300	\$ (9,230)	\$ (18,220)	\$ 120,850
2023 ADD	Harris Building Improvements - Phase II	900,000	-	-	900,000
		\$ 1,048,300	\$ (9,230)	\$ (18,220)	\$ 1,020,850
SHERIFF'S OFFICE					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0182 CCSO	Camera Work Station for Jail	\$ 5,061	\$ -	\$ -	\$ 5,061
2023 ADD	Recruitment Program	55,000	-	-	55,000
		\$ 60,061	\$ -	\$ -	\$ 60,061
TOTALS		\$ 10,501,032	\$ (1,774,381)	\$ (84,776)	\$ 8,641,876



North Branch Library Community Room – Blinds

Kaylen Olinger, North Branch Librarian, has requested that the County replace the blinds in the North Branch Library Community Room. She has requested that they be replaced with room darkening blinds.

Ward Brown, Chisago County Facilities Manager, has confirmed that the blinds are in need of mechanical repair.

If the Budget and Finance Committee approves the expenditure, the request will be brought before the Board of Commissioners at the March 15th, 2023 meeting and the purchase will be funded using the County's ARPA allocation.

If this request is not funded now, the request will be planned for CIP funds in the future.

Attachment(s):

- Quote from Giese Carpet

GIESE CARPET NB
P.O. BOX 71
CHISAGO CITY, MN 55013
Telephone: 651-674-4959

Page 1

ES300046

QUOTE

Sold To	Ship To
NORTH BRANCH LIBRARY 6355 - 379TH ST NORTH BRANCH, MN 55056	NORTH BRANCH LIBRARY 6355 - 379TH ST NORTH BRANCH, MN 55056

Quote Date	MAIN	PO Number	Quote Number
02/07/23	763-689-7390		ES300046

Inventory	Style/Item	Color/Description
UNK	LIGHTWEAVES ROLLER SHADE Blinds in community room	48301 - CALCITE 5% OPACITY
IRB	INSTALL REGULAR BLIND Will need a ladder.	

-- 02/07/23 --

12:19PM --

Sales Representative(s):
WES WILSON

Material: 2,300.00
Service: 240.00
Misc. Charges: 0.00
Sales Tax: 0.00
Misc. Tax: 0.00

We appreciate your business!

QUOTE TOTAL: \$2,540.00

GIESE CARPET NB
P.O. BOX 71
CHISAGO CITY, MN 55013
Telephone: 651-674-4959

Page 1

ES300045

QUOTE

Sold To

NORTH BRANCH LIBRARY
6355 - 379TH ST
NORTH BRANCH, MN 55056

Ship To

NORTH BRANCH LIBRARY
6355 - 379TH ST
NORTH BRANCH, MN 55056

Quote Date

02/07/23

MAIN

763-689-7390

PO Number

Quote Number

ES300045

Inventory	Style/Item	Color/Description
UNK	LIGHTWEAVES ROLLER SHADE	11201 - WHITE
	Blinds in community room	
IRB	INSTALL REGULAR BLIND	
	Will need a ladder.	

-- 02/07/23 --

Sales Representative(s):
WES WILSON

12:19PM -

Material:	3,000.00
Service:	240.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00

We appreciate your business!

QUOTE TOTAL: \$3,240.00



Central MN Council on Aging (CMCOA) – Funding Request

The Central MN Council on Aging (CMCOA) is a non-profit organization designated by the Minnesota Board on Aging as the Area Agency on Aging for Stearns, Benton, Sherburne, Wright, Morrison, Todd, Wadena, Cass, Crow Wing, Isanti, Chisago, Pine, Mille Lacs, and Kanabec counties.

As the regional Area Agency on Aging, CMCOA is responsible for administering at the local level funding of Older Americans Act (OAA) contracts/grants to area partners to provide supportive services

One of the primary roles of our agency is to administer at the local level, the Federal OAA funding. Using a planning process to review needs and trends, CMCOA awards grants and contracts for services to help ensure that a continuum of options and choices are in place that match the needs of the community. CMCOA awarded \$182,068 of Federal OAA funding for services in Chisago County in 2020 and \$204,049 in 2021 to Catholic Charities, Family Pathways, Lakes & Pines CAP, Chisago Age Well and Mid-MN Senior Law.

CMCOA is requesting **\$3,547** in calendar year 2023 from Chisago County to assist in meeting the administrative match requirement of the OAA funding to local agencies for in-home long-term care services.

If the Budget and Finance Committee approves the request, the request will be brought before the Board of Commissioners at the March 15th, 2023 meeting and the purchase will be funded using the County's ARPA allocation.

If this request is funded now, the request will be planned for in the Operating Budget future similar to Extension, Historical Society, and etc.

Attachment(s):

- Letter Requesting \$3,547 for Central MN Council on Aging
- MOU for January 2023 – December 2023

Chase Burnham
Chisago County Administrator
313 North Main Street Room 174
Center City MN 55012

Dear Chase:

The Central MN Council on Aging (CMCOA) is a non-profit organization designated by the Minnesota Board on Aging as the Area Agency on Aging for Stearns, Benton, Sherburne, Wright, Morrison, Todd, Wadena, Cass, Crow Wing, Isanti, Chisago, Pine, Mille Lacs, and Kanabec counties. The CMCOA has a key development function whereby we collaborate with communities, counties, and health and social service providers to increase local capacity to meet the needs of an aging population. This is accomplished through coordinated development of long-term care home-and-community based services. As the regional Area Agency on Aging, CMCOA is responsible for administering at the local level funding of Older Americans Act (OAA) contracts/grants to area partners to provide supportive services. **CMCOA is requesting \$3,547 in calendar year 2023 from Chisago County to assist in meeting the administrative match requirement of the OAA funding to local agencies for in-home long-term care services.** This is the same funding level request as in previous years. These services are critical to help people live at home, without falling into the public safety net. The following outlines the benefits and services provided to Chisago County by the CMCOA.

One of the primary roles of our agency is to administer at the local level, the Federal OAA funding. Using a planning process to review needs and trends, CMCOA awards grants and contracts for services to help ensure that a continuum of options and choices are in place that match the needs of the community. CMCOA awarded \$182,068 of Federal OAA funding for services in Chisago County in 2020 and \$204,049 in 2021 to Catholic Charities, Family Pathways, Lakes & Pines CAP, Chisago Age Well and Mid-MN Senior Law.

Service	Chisago County Residents 60+ Served Through Federal OAA Services in 2021
Senior LinkAge Line	2,442 option counseling sessions provided by the Senior LinkAge Line
Homemaker	47 individuals with 615 hours of homemaking
Congregate	124 individuals with 1,439 congregate meals
Home Delivered Meals	441 individuals with 28,881 home delivered meals
Caregiver	35 family caregivers with 360 hours of caregiver consultation. 1 Caregiver participated in Powerful Tools for Caregivers. 1 Caregivers participate in Support Groups.
Respite	4 individuals with 75 hours of respite
Legal Assistance	20 individuals with 106 hours of legal counsel
Telephone Reassurance	83 Individuals Served with 98 well check calls

Please feel free to contact me with any questions and if you would like me to provide an in person update to the County Board. We greatly appreciate the support of Chisago County, and I look forward to our agencies continued collaborations as we serve the seniors of Chisago County.

Sincerely,

Lori Vrolson
Executive Director
Central MN Council on Aging

Memorandum of Agreement
January 1, 2023 through December 31, 2023

- A. The Central MN Council on Aging will:
- 1) Information and Advocacy: Provide information and assistance through Senior LinkAge to older adults, family and providers who need help connecting to services. In 2023, we project that we will provide at least 2,500 sessions of long term care options counseling to older people from Chisago County.
 - 2) Planning and Systems Development- Develop and annually update the Area Plan for Aging. Conduct regular assessments of the needs of the elderly. Collect, interpret, and disseminate data.
 - 3) Grant/Contract- Develop, review, and fund grant/contract applications under Title III-B, C1, C2, D and E of the Federal Older Americans Act. All projects will be monitored on a quarterly basis and annually assessed.
 - 4) Technical Assistance- Provide technical assistance to local units of government, non-profit agencies, and other organizations that wish to develop, upgrade, or expand projects that serve the elderly or that have concerns relating to the implementation and/or delivery of those programs.
 - 5) Coordination- Hold meetings with area service providers to discuss program operations issues to facilitate coordination of service to the elderly.
 - 6) Education and Training- Provide information on services and aging related issues to consumers, family caregivers, and/or service providers. Develop conferences as needed. Develop and/or fund other needed training for Aging professionals.
 - 7) Program Development- Provide planning assistance on aging issues, trends and service development needs for the region.
 - 8) Research- Support and participate in research projects, which will provide information to help to more effectively plan, target, and develop services for the elderly of our area.
 - 9) Financial Management, Reporting, and Budgeting- Complete and submit financial reports. Provide requested financial or program reports to counties. Prepare and present an annual budget.
 - 10) The Central MN Council on Aging will defend, indemnify, and hold harmless Chisago County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur or be required to pay arising out of the Central MN Council on Aging's performance or failure to adequately perform its obligations pursuant to this agreement.

B. The Benton, Sherburne, Stearns, Wright, Cass, Crow Wing, Todd, Wadena, Morrison, Pine Kanabec, Mille Lacs, Chisago and Isanti Counties, will:

- 1) **Appoint a County Commissioner/representative to serve as their representative on the Central MN Council on Aging Board of Directors as outlined in the By-laws. Appointment authority/representation on the CMCOA Board is contingent upon receipt of administrative cash match requested annually by CMCOA. The formula for the request amount is prorated based on the percentage of 60+ population of the PSA.**

The Central MN Council on Aging requested Benton, Sherburne, Stearns, Wright, Todd, Morrison, Cass, Crow Wing, Wadena, Isanti, Mille Lacs, Chisago, Pine and Kanabec Counties in the PSA to provide cash match for the administrative operation of CMCOA based on the formula of population aged 60+ in each county. The match request is prorated based on the 60+ population in each county. The updated 2010 census of 60+ by county was used.

Benton County:	\$2,534
Stearns County:	\$9,627
Sherburne County:	\$4,054
Wright County:	\$6,587
Cass:	\$3,040
Crow Wing:	\$6,080
Todd:	\$2,534
Morrison:	\$2,534
Wadena:	\$1,520
Pine	\$2,534
Mille Lacs	\$2,027
Kanabec	\$1,520
Isanti	\$2,534
Chisago	\$3,547
TOTAL:	\$50,672

C. Amendments:

- 1) This memorandum may be amended at any time with the agreement of all parties concerned.
- 2) The memorandum will be reviewed annually.

Central MN Council on Aging

Chisago County

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



APRA – Broadband Grant

The Chisago County Board of Commissioners have allocated \$2,000,000 of their total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) funds for the expansion of high-speed broadband within Chisago County at the March 1st, 2023 Board of Commissioners Meeting.

The American Relief Plan Act requires that eligible broadband projects must provide service upon completion that meet or exceeds 100 Mbps symmetrical service. Eligible projects are also required to participate in federal low-income subsidy programs upon completion and are encouraged to provide at least one low-cost option for service.

Projects must be “substantially complete”, and funds must be expended by December 31, 2026.

The term broadband typically means the home or business is served by high-speed Internet access that is always available to the user and is faster than dial-up technology. This service can be delivered by these technologies: Satellite, wireless techniques, fiber, a cable modem, digital subscriber line (DSL) or overpower lines (BPL).

The City of Harris is requesting a total of \$186,736 from the Chisago County Broadband Grant program to assist the City of Harris complete the proposed Border to Border program with Lumen (formerly Centurylink). The monies will be used to bring service to 185 underserved or unserved living units.

Attachment(s):

- City of Harris ARPA Broadband Grant Program Application
- Grant Summary



Chisago County ARPA Broadband Grant Program

Background/Purpose/Goal

The Chisago County Board of Commissioners have allocated a total of \$2,000,000 of their total ARPA allocation to expand broadband internet access to the cities, townships, and broadband providers within Chisago County. There is a cap of \$200,000 per project/community, however the \$2,000,000 is subject to change at the discretion of the Board of Commissioners depending on interest in the program. The purpose of the program is to assist with financing for broadband infrastructure to unserved or underserved areas within Chisago County, so more residents of Chisago County can access high speed, reliable and affordable internet.

The Chisago County ARPA Broadband Grant Program is a 1:1 matching grant for the expansion of high-speed broadband within Chisago County.

Who is eligible?

Any Chisago County city, township or broadband provider is eligible to apply.

What areas are eligible?

Any unserved or underserved area located within Chisago County. For purposes of an ARPA Broadband Grant, an unserved or underserved household or business is one that is not currently served by a wireline connection that delivers a reliable broadband service with a minimum speed of 100 Mbps download and 20 Mbps upload (100/20 Mbps). This also includes any area with lack of broadband and lack of reliable service.

What projects are eligible?

Only areas qualifying as unserved, or underserved are eligible for grant funding. However, an applicant may choose to present information on a larger project area to demonstrate context and sustainability of the proposal. The ARPA Broadband Matching Grant program has no minimum project size. The project may be as small as one house or one business if it qualifies as an unserved or underserved area.

For example, an applicant could request grant funds for a small project intended to address a service anomaly in an urban or suburban area that a provider has not been able to address to date due to cost. Upon project completion service shall reliably meet or exceed upload and download speeds of 100 Mbps unless it is impractical due to geography, topography, or excessive costs. In which, case 100 Mbps download speeds and 20 Mbps upload speeds are required.

What do the project's cost?

Recipients may use County ARPA Broadband Grant Program Funds to cover limited costs incurred for eligible projects pre-engineering, purchase of materials, labor costs, and community engagement. The purpose of the grant program is to assist in the costs of deploying the middle mile or last mile network. Ongoing maintenance



Chisago County

ARPA Broadband Grant Program

costs would not be eligible costs under the grant program. The funds may not be used to reimburse already served individuals or broadband providers for projects already completed.

Deadline

Applications are accepted on a rolling basis until the County Board's allocation has been depleted or ARPA funding can no longer be spent due to Federal law.

Contact

Chase Burnham, Chisago County Administrator
651-213-8877
chase.burnham@chisagocountymn.gov

Bridgitte Konrad, Chisago County Auditor-Treasurer
651-213-8509
bridgitte.konrad@chisagocountymn.gov

Kristin Waddell, Chisago County Chief Deputy Auditor-Treasurer
651-213-8501
kristin.waddell@chisagocountymn.gov





Chisago County ARPA Broadband Grant Program

APPLICATION

Application must be completed in full to be considered

APPLICANT: City of Harris
Address: P.O. Box 111 Harris MN.
Primary Contact Person: Shannon Geier
Primary Contact Email: clerk@harrismn.com
Primary Contact Title: Clerk
Secondary Contact Person: Sue Riesing
Secondary Contact Title: Treasurer
Secondary Contact E-Mail: treasurer@harrismn.com
Federal Tax Identification Number: 41-6008967

ARPA Broadband Grant Program Funds:

Please provide the specific unserved or underserved area located within Chisago County where the requested ARPA funds will be used to deliver high speed, reliable and affordable Internet, which has a minimum speed of 100 Mbps download and 20 Mbps upload (100/20 Mbps).

See City of Harris, MN MOU, Exhibit A - LU Addresses.xlsx



Please provide what specific costs the funds will be used to address, pre-engineering, purchase of materials, labor costs, and community engagement.

See Grant Summary.docx for general project information and costs.

The proceeds of the Subsidy will be applied to finance a portion of the Project Costs, including the construction and installation of broadband infrastructure that would enable fiber based services to approximately 228 living units excluding connections between the street and the premises (which will be installed upon subscription) construction of broadband infrastructure may include any of the following: project planning; obtaining construction permits; construction of facilities, including construction of both "middle mile" and "last mile" infrastructure; equipment (including fiber).; Installation and testing of the broadband service and related facilities will occur when fulfilling a customer order.

ACKNOWLEDGEMENT:

I hereby certified that this application for Chisago County's ARPA Broadband Grant Program is true and accurate to the best of my knowledge.

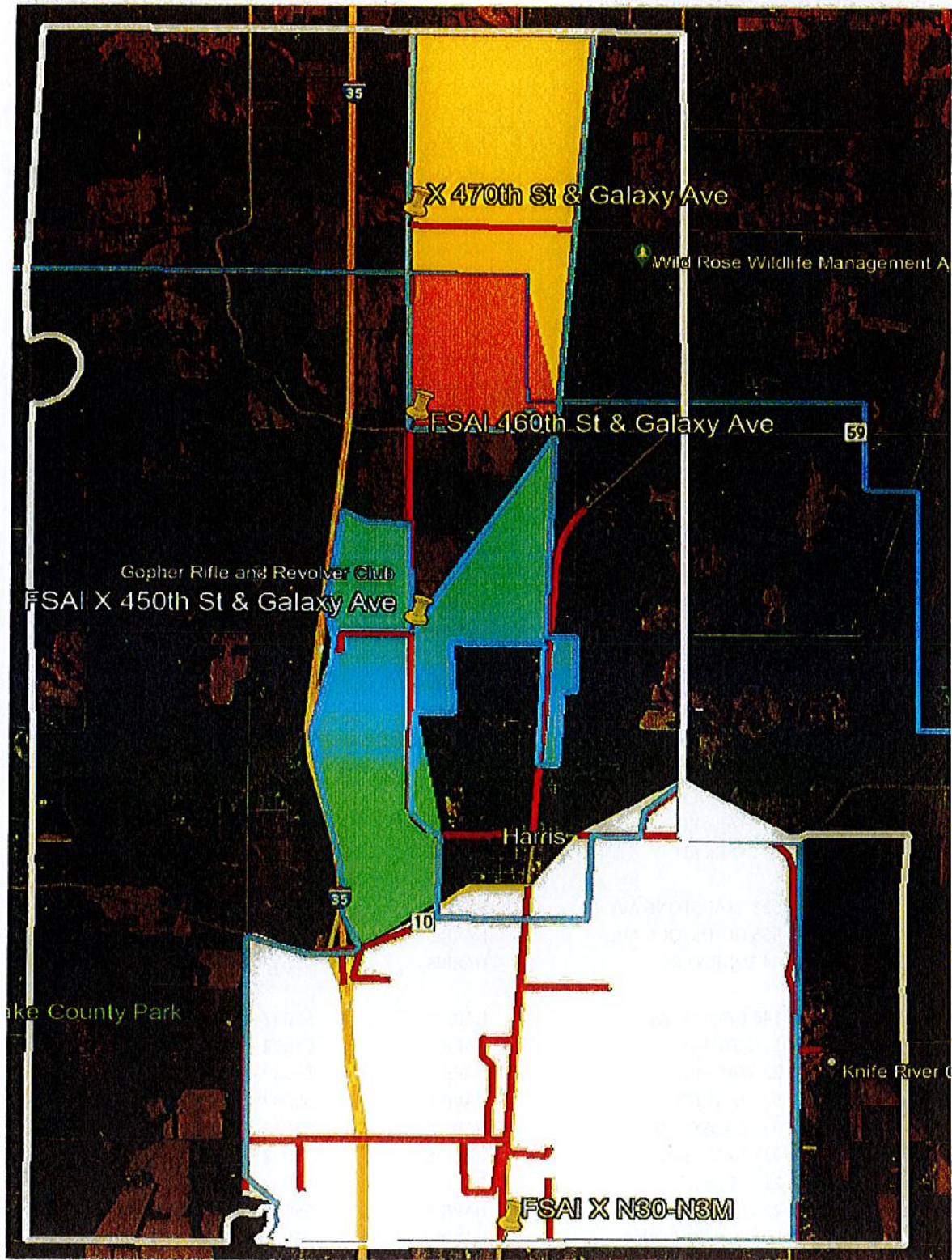
Shannon Heis

Applicant Contact Person

2/27/23

Signature Date





Citi St		Address	Com	Zip Code
MN	2nd?	43523 GLADSTONE AVE	HARRIS	55032
MN	2nd?	42298 HARDER AVE	HARRIS	55032
MN	2nd?	5865 433RD ST	HARRIS	55032
MN	2nd?	42298 HARDER AVE	HARRIS	55032
MN	2nd?	5865 433RD ST	HARRIS	55032
MN	2nd?	42463 FOREST BLVD	HARRIS	55032
MN	2nd?	6574 SINK HOLE RD	HARRIS	55032
MN	2nd?	43566 GINGER AVE	HARRIS	55032
MN	2nd?	42936 GINGER AVE	HARRIS	55032
MN	2nd?	6624 460TH ST	HARRIS	55032
MN	2nd?	5935 STARK RD	HARRIS	55032
MN	2nd?	5935 STARK RD	HARRIS	55032
MN	2nd?	6545 442ND ST	HARRIS	55032
MN	N/A?	44853 I 35	HARRIS	55032
MN	N/A?	42225 GOPHER AVE	HARRIS	55032
MN	N/A?	6535 STARK RD	HARRIS	55032
MN	N/A?	7574 SUNRISE RD	HARRIS	55032
MN	N/A?	42349 FOREST BLVD	HARRIS	55032
MN	N/A?	6295 STARK RD	HARRIS	55032
MN	N/A?	43572 FOREST BLVD	HARRIS	55032
MN	N/A?	42303 FALCON AVE	HARRIS	55032
MN	N/A?	6579 420TH ST	NORTH BRANCH	55032
MN	N/A?	43249 FRONTAGE RD	HARRIS	55032
MN	N/A?	42935 HARDER AVE	HARRIS	55032
MN	N/A?	6287 STARK RD	HARRIS	55032
MN	N/A?	6541 STARK RD	HARRIS	55032
MN	x City	43523 GLADSTONE AVE	HARRIS	55032
MN	x City	43565 GLADSTONE AVE	HARRIS	55032
MN	x City	6844 SUNRISE RD	HARRIS	55032
MN	x	46143 GALAXY AVE	HARRIS	55032
MN	x	6014 440TH ST	HARRIS	55032
MN	x	6122 STARK RD	HARRIS	55032
MN	x	6152 STARK RD	HARRIS	55032
MN	x	44054 GALAXY AVE	HARRIS	55032
MN	x	47917 GALAXY AVE	HARRIS	55032
MN	x	6621 460TH ST	HARRIS	55032
MN	x	47226 GALAXY AVE	HARRIS	55032
MN	x	44503 FOREST BLVD	HARRIS	55032
MN	x	44648 FOREST BLVD	HARRIS	55032
MN	x	45326 FOREST BLVD	HARRIS	55032
MN	x	5847 450TH ST	HARRIS	55032
MN	x	45188 GALAXY AVE	HARRIS	55032

MN	x	44078 GALAXY AVE	HARRIS	55032
MN	x	44151 GALAXY AVE	HARRIS	55032
MN	x	44095 GALAXY AVE	HARRIS	55032
MN	x	44731 FOREST BLVD	HARRIS	55032
MN	x	45344 GALAXY AVE	HARRIS	55032
MN	x	44174 GALAXY AVE	HARRIS	55032
MN	x	44209 GALAXY AVE	HARRIS	55032
MN	x	44689 GALAXY AVE	HARRIS	55032
MN	x	44443 FOREST BLVD	HARRIS	55032
MN	x	44440 GALAXY AVE	HARRIS	55032
MN	x	44490 GALAXY AVE	HARRIS	55032
MN	x	44597 FOREST BLVD	HARRIS	55032
MN	x	45220 GALAXY AVE	HARRIS	55032
MN	x	6010 450TH ST	HARRIS	55032
MN	x	6186 440TH ST	HARRIS	55032
MN	x	44993 GALAXY AVE	HARRIS	55032
MN	x	44616 GRAND AVE	HARRIS	55032
MN	x	45080 FOREST BLVD	HARRIS	55032
MN	x	5850 450TH ST	HARRIS	55032
MN	x	5936 450TH ST	HARRIS	55032
MN	x	5971 440TH ST	HARRIS	55032
MN	x	6042 440TH ST	HARRIS	55032
MN	x	47550 GALAXY AVE	HARRIS	55032
MN	x	44679 GALAXY AVE	HARRIS	55032
MN	x	44387 FOREST BLVD	HARRIS	55032
MN	x	44731 FOREST BLVD	HARRIS	55032
MN	x	44821 FOREST BLVD	HARRIS	55032
MN	x	44360 GALAXY AVE	HARRIS	55032
MN	X	44350 GALAXY AVE	HARRIS	55032
MN	x	45051 GALAXY AVE	HARRIS	55032
MN	x	6125 480TH ST	HARRIS	55069
MN	x	6315 480TH ST	HARRIS	55069
MN	x	6390 470TH ST	HARRIS	55069
MN	x	6181 480TH ST	HARRIS	55069
MN	x	6501 480TH ST	HARRIS	55069
MN	x	6795 480TH ST	HARRIS	55069
MN	x	6391 470TH ST	HARRIS	55069
MN	x	6597 470TH ST	HARRIS	55069
MN	x	6499 470TH ST	HARRIS	55069
MN	x	6551 480TH ST	HARRIS	55069
MN	x	6699 470TH ST	HARRIS	55069
MN	x	6183 470TH ST	HARRIS	55069
MN	x	6822 470TH ST	HARRIS	55069
MN	x	42303 FALCON AVE	HARRIS	55032
MN	x	43191 FALCON AVE	HARRIS	55032
MN	x	5888 425TH ST	HARRIS	55032
MN	x	6087 425TH ST	HARRIS	55032
MN	x	6380 420TH ST	HARRIS	55032

MN	x	6260 425TH ST	HARRIS	55032
MN	x	6279 STARK RD	HARRIS	55032
MN	x	6312 STARK RD	HARRIS	55032
MN	x	43717 GARDEN AVE	HARRIS	55032
MN	x	42656 GINGER AVE	HARRIS	55032
MN	x	43617 GLADSTONE AVE	HARRIS	55032
MN	x	6745 438TH ST	HARRIS	55032
MN	x	43175 FALCON AVE	HARRIS	55032
MN	x	5776 425TH ST	HARRIS	55032
MN	x	5935 STARK RD	HARRIS	55032
MN	x	42115 FOREST BLVD	HARRIS	55032
MN	x	42433 FOREST BLVD	HARRIS	55032
MN	x	6095 STARK RD	HARRIS	55032
MN	x	6141 STARK RD	HARRIS	55032
MN	x	42936 GINGER AVE	HARRIS	55032
MN	x	6545 STARK RD	HARRIS	55032
MN	x	43683 GLADSTONE AVE	HARRIS	55032
MN	x	6805 SUNRISE RD	HARRIS	55032
MN	x	44246 HOLMAN AVE	HARRIS	55032
MN	x	42298 HARDER AVE	HARRIS	55032
MN	x	42300 FLINK AVE	HARRIS	55032
MN	x	42400 FLINK AVE	HARRIS	55032
MN	x	43273 FALCON AVE	HARRIS	55032
MN	x	42837 FALCON AVE	HARRIS	55032
MN	x	6108 425TH ST	HARRIS	55032
MN	x	6303 422ND ST	HARRIS	55032
MN	x	6355 422ND ST	HARRIS	55032
MN	x	42463 FOREST BLVD	HARRIS	55032
MN	x	42579 FOREST BLVD	HARRIS	55032
MN	x	42080 GOPHER AVE	HARRIS	55032
MN	x	42077 GOPHER AVE	HARRIS	55032
MN	x	43439 STARK ROAD LN	HARRIS	55032
MN	x	43720 GARDEN AVE	HARRIS	55032
MN	x	42676 GINGER AVE	HARRIS	55032
MN	x	6353 STARK RD	HARRIS	55032
MN	x	42561 GINGER AVE	HARRIS	55032
MN	x	43592 GLADSTONE AVE	HARRIS	55032
MN	x	43528 GLADSTONE AVE	HARRIS	55032
MN	x	43863 GOLDEN AVE	HARRIS	55032
MN	x	6755 438TH ST	HARRIS	55032
MN	x	42680 HARDER AVE	HARRIS	55032
MN	x	44029 HOLMAN AVE	HARRIS	55032
MN	x	5585 STARK RD	HARRIS	55032
MN	x	5555 STARK RD	HARRIS	55032
MN	x	6322 422ND ST	HARRIS	55032
MN	x	42530 GINGER AVE	HARRIS	55032

MN	x	42425 FOREST BLVD	HARRIS	55032
MN	x	6512 420TH ST	HARRIS	55032
MN	x	6574 420TH ST	HARRIS	55032
MN	x	42162 GOPHER AVE	HARRIS	55032
MN	x	5973 433RD ST	HARRIS	55032
MN	x	5971 STARK RD	HARRIS	55032
MN	x	5994 425TH ST	HARRIS	55032
MN	x	43492 STARK ROAD LN	HARRIS	55032
MN	x	43739 GARDEN AVE	HARRIS	55032
MN	x	42756 GINGER AVE	HARRIS	55032
MN	x	43239 FOREST BLVD	HARRIS	55032
MN	x	42865 FOREST BLVD	HARRIS	55032
MN	x	43675 GLADSTONE AVE	HARRIS	55032
MN	x	44029 GOLDEN AVE	HARRIS	55032
MN	x	44024 GOLDEN AVE	HARRIS	55032
MN	x	6790 438TH ST	HARRIS	55032
MN	x	43249 FOREST BLVD	HARRIS	55032
MN	x	7255 SUNRISE RD	HARRIS	55032
MN	x	7343 SUNRISE RD	HARRIS	55032
MN	x	5341 425TH ST	HARRIS	55032
MN	x	43091 FALCON AVE	HARRIS	55032
MN	x	5622 425TH ST	HARRIS	55032
MN	x	5865 433RD ST	HARRIS	55032
MN	x	5857 STARK RD	HARRIS	55032
MN	x	6377 422ND ST	HARRIS	55032
MN	x	42290 GINGER AVE	HARRIS	55032
MN	x	6160 425TH ST	HARRIS	55032
MN	x	6206 425TH ST	HARRIS	55032
MN	x	6205 STARK RD	HARRIS	55032
MN	x	43770 GARDEN AVE	HARRIS	55032
MN	x	42651 FOREST BLVD	HARRIS	55032
MN	x	6770 438TH ST	HARRIS	55032
MN	x	6910 SUNRISE RD	HARRIS	55032
MN	x	7055 SUNRISE RD	HARRIS	55032
MN	x	42100 FALCON AVE	HARRIS	55032
MN	x	5800 425TH ST	HARRIS	55032
MN	x	5960 425TH ST	HARRIS	55032
MN	x	6322 420TH ST	HARRIS	55032
MN	x	6325 425TH ST	HARRIS	55032
MN	x	42519 FOREST BLVD	HARRIS	55032
MN	x	42211 GOPHER AVE	HARRIS	55032
MN	x	42165 GOPHER AVE	HARRIS	55032
MN	x	42995 FRONTAGE RD	HARRIS	55032
MN	x	43566 GINGER AVE	HARRIS	55032
MN	x	42816 GINGER AVE	HARRIS	55032
MN	x	42705 GINGER AVE	HARRIS	55032
MN	x	42775 FOREST BLVD	HARRIS	55032

MN	x	43081 FOREST BLVD	HARRIS	55032
MN	x	43065 FOREST BLVD	HARRIS	55032
MN	x	43725 GLADSTONE AVE	HARRIS	55032
MN	x	43653 GLADSTONE AVE	HARRIS	55032
MN	x	6705 438TH ST	HARRIS	55032
MN	x	6715 438TH ST	HARRIS	55032
MN	x	44019 GOLDEN AVE	HARRIS	55032
MN	x	6740 438TH ST	HARRIS	55032
MN	x	6785 439TH ST	HARRIS	55032
MN	x	6825 SUNRISE RD	HARRIS	55032
MN	x	7649 SUNRISE RD	HARRIS	55032
MN	x	42230 HARDER AVE	HARRIS	55032
MN	x	42105 FALCON AVE	HARRIS	55032
MN	x	5676 425TH ST	HARRIS	55032
MN	x	5717 425TH ST	HARRIS	55032
MN	x	42280 GOPHER AVE	HARRIS	55032
MN	x	42220 GOPHER AVE	HARRIS	55032
MN	x	42295 GOPHER AVE	HARRIS	55032
MN	x	42125 GOPHER AVE	HARRIS	55032
MN	x	43418 STARK ROAD LN	HARRIS	55032
MN	x	43381 STARK ROAD LN	HARRIS	55032
MN	x	43150 FOREST BLVD	HARRIS	55032
MN	x	42941 GINGER AVE	HARRIS	55032
MN	x	42797 GINGER AVE	HARRIS	55032
MN	x	42593 FOREST BLVD	HARRIS	55032
MN	x	43741 GLADSTONE AVE	HARRIS	55032
MN	x	7017 SUNRISE RD	HARRIS	55032
MN	x	6375 425TH ST	HARRIS	55032
MN	x	42320 GOPHER AVE	HARRIS	55032
MN	x	42311 GOPHER AVE	HARRIS	55032
MN	x	6289 STARK RD	HARRIS	55032
MN	x	43775 GARDEN AVE	HARRIS	55032
MN	x	43075 FOREST BLVD	HARRIS	55032
MN	x	43567 FOREST BLVD	HARRIS	55032
MN	x	44028 GOLDEN AVE	HARRIS	55032
MN	x	6750 438TH ST	HARRIS	55032
MN	x	6765 439TH ST	HARRIS	55032
MN	x	6855 SUNRISE RD	HARRIS	55032
MN	x	6889 SUNRISE RD	HARRIS	55032
MN	x	7739 SUNRISE RD	HARRIS	55032
MN	x	6190 460TH ST	HARRIS	55032
MN	x	46717 GALAXY AVE	HARRIS	55032
MN	x	46329 GALAXY AVE	HARRIS	55032
MN	x	6624 460TH ST	HARRIS	55032
MN	x	46575 GALAXY AVE	HARRIS	55032

We are happy to announce that the city of Harris, in cooperation with CenturyLink (AKA Lumen), has been awarded Minnesota Border to Border (B2B) Grant!!

Border to Border (B2B) Grant Project summary.

This last mile project will deploy the fiber and electronics necessary to 185 unserved or underserved locations in Harris Minnesota. In a funding partnership with the CenturyLink, The State of Minnesota, Chisago County, and the city of Harris, will improve unserved/underserved levels to 940 Mbps download and 940 Mbps upload speeds, exceeding Minnesota's 2026 state speed goal. Building a fiber-to-the-premise network that provides advanced, high speed broadband services to all households, businesses, and farms in the proposed grant area improves access to critical school e-learning applications while also making agricultural operations more efficient and enhancing crop production through enabled precision agriculture tools. The broadband network will improve access to rural health care resources and will stimulate a more robust local area economy.

Project summary:

This project builds FTTP to approximately 185 living units (LUs) in project areas that are considered unserved and underserved. This does not include the additional living units serviced by Rural Digital Opportunity Fund (RDOF) That was awarded in 2020. Both RDOF and B2B projects will be installed in parallel and to the residents of Harris will look like one large project. The delivered services will be the same the only difference is how it's paid for, RDOF is federal grant, B2B is state grant.

When fiber internet service is ordered, the fiber drop connection, Optical Network Terminal (ONT) and gateway equipment will be placed from the distribution fiber facility to the customer location.

For at least 6-months after the project completes, Lumen will not charge new customers signing up for fiber internet service for the placing of the fiber drops, ONT and gateway (router), unless it is a very high-cost fiber drop placement. For fiber drop placements above \$1,500, the customer may be charged for the amount above \$1,500.

Rural Digital Opportunity Fund (RDOF):

Lumen was awarded RDOF in areas in the Harris area. With the awarded of the B2B state grant for the Harris area, it will coordinate the timing of the RDOF project in this area to coincide with the B2B grant project. Running to two projects at the same time, and reusing some of the RDOF equipment, will save the city of Harris over \$269,000 with the B2B project.

Funding Break down of the B2B project, not including RDOF:

B2B Grant - \$465,814

CenturyLink -	\$207,528
Chisago County	\$186,736
Harris -	\$186,736
Total Project	\$1,046,814

RDOF funding covers more than just Harris, we are trying to breakout RDOF details for just the city and will update when available. In general RDOF is about the same size project as B2B.

Type of FTTP Technology:

Beginning in 2022, Lumen began deploying 10 Gigabit Symmetric Passive Optical Network (XGS-PON) FTTP technology. This demonstrates Lumen's commitment to remain an industry leading provider of fiber internet services. Customers served with XGS-PON FTTP will be able to subscribe to multi-gig internet services. This is the latest technology and will serve the community for years to come.

Proposed pricing structure of service for project area:

The current pricing and terms and conditions for Quantum Fiber, is located at the following website: <https://fiber.q.com/fiber/s/welcome>

This site shows the following:

Speeds up to 200 Mbps symmetrical is \$49 a month.

Speeds up to 940 Mbps Symmetrical is \$65 a month.

(Taxes and fees may also apply. Prices are subject to change.)

Quantum fiber internet services are priced using nationwide pricing and are very competitive in comparison with other 1-gig fiber internet service providers. Customers in the grant project areas, who subscribe to Quantum fiber internet services will get the same pricing and benefit of Quantum fiber internet service customers located in very competitive areas, such as Minneapolis.

Get Blazing Fast Quantum Fiber

Internet.quantumfiber.com/welcome/

Quantum FIBER

Why Quantum Fiber? What is Fiber? Products Small Business [Check Availability](#) Support Sign In

Today's internet at tomorrow's speed.

An ultra-fast connection with no annual contracts tying you down—all backed by 99.9% reliability*.

*Based on network uptime or availability

[Check Availability](#)

Up to **940** Mbps

\$65/mo

Speed may not be available in your area. Taxes and fees may apply. Offer Details.

Up to **200** Mbps

\$49/mo

Speed may not be available in your area. Taxes and fees may apply. Offer Details.

Why Quantum Fiber? Fiber means business

Type here to search

73°F Cloudy 4/28/2022

Note: Because the decision to adopt a newer technology was made so recently, Lumen's current retail fiber internet service offerings do not yet reflect XGS-PON FTTP multi-gig capabilities. Lumen is working through its product development process and will publicize the offerings once the process is completed.

Low Income Assistance Programs

Lumen participates in the Affordable Connectivity Program (ACP) for qualified low-income customers. Information about this program is located at the following website:

<https://www.centurylink.com/aboutus/community/community-development/lifeline/acp.html>

Lumen also participates in the FCC Lifeline program. Information regarding this program is located at the following website:

<https://www.centurylink.com/home/help/account/consumer-assistance-programs.html>

Qualified low-income customers can subscribe to these programs and receive offsetting monthly credits for high-speed internet service. (ACP - \$30, Federal Lifeline - \$9.25)



Supervisor Training – Quinlivan and Hughes, ARPA

County Administrator Chase Burnham is requesting \$5,500 for supervisor training for all Department Heads and Supervisors in the County to be provided by Quinlivan and Hughes law firm.

In the course of negotiations, many issues were discussed regarding management of labor and non-labor staff. Given the need and the timing of the signed labor contracts, now would be a great time to train all staff.

The following topics will be discussed;

Understanding and Performing the Duties of a Supervisor

- Chisago County's Expectations
- Legal Expectations

Collective Bargaining Agreements

Addressing Employee Performance and Employee Complaints

- Effective Performance Appraisals and Performance Management
- Handling Discipline and Discharge
- Receiving and Effectively Responding to Employee Complaints

Dealing with Employee Conflict

Supervising Employees who Telecommute

Statutory Rights and Benefits

- Maintaining and Disclosing Personnel Data
- Americans with Disabilities Act
- Family Medical Leave Act
- Other statutory leaves

Motivating and Engaging Staff and Recognizing and Responding to Staff Needs

Sexual harassment/discrimination – handling complaints

Retaliation/reprisal

If the Budget and Finance Committee approves the expenditure, the request will be brought before the Board of Commissioners at the March 15th, 2023 meeting and the purchase will be funded using the County's ARPA allocation.



CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 N Main St. Room 230
Center City, MN 55012

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: Budget and Finance Committee

From: Robert Benson, Health and Human Services Director

RE: Request to use \$100,000 of IM fund balance or \$100,000 of ARPA funds for the purchase of METS paperless solution

Date: March 8, 2023

Chisago County Health and Human Services is requesting to purchase the METS paperless solution for serving the MNSure Medicaid population here in Chisago County.

Making this change will significantly increase our technical efficiency and allow us to better serve our Medicaid population. This is particularly important as we are preparing to move out of the Public Health Emergency and back to standard practices. Some of the highlights of those increased efficiencies are:

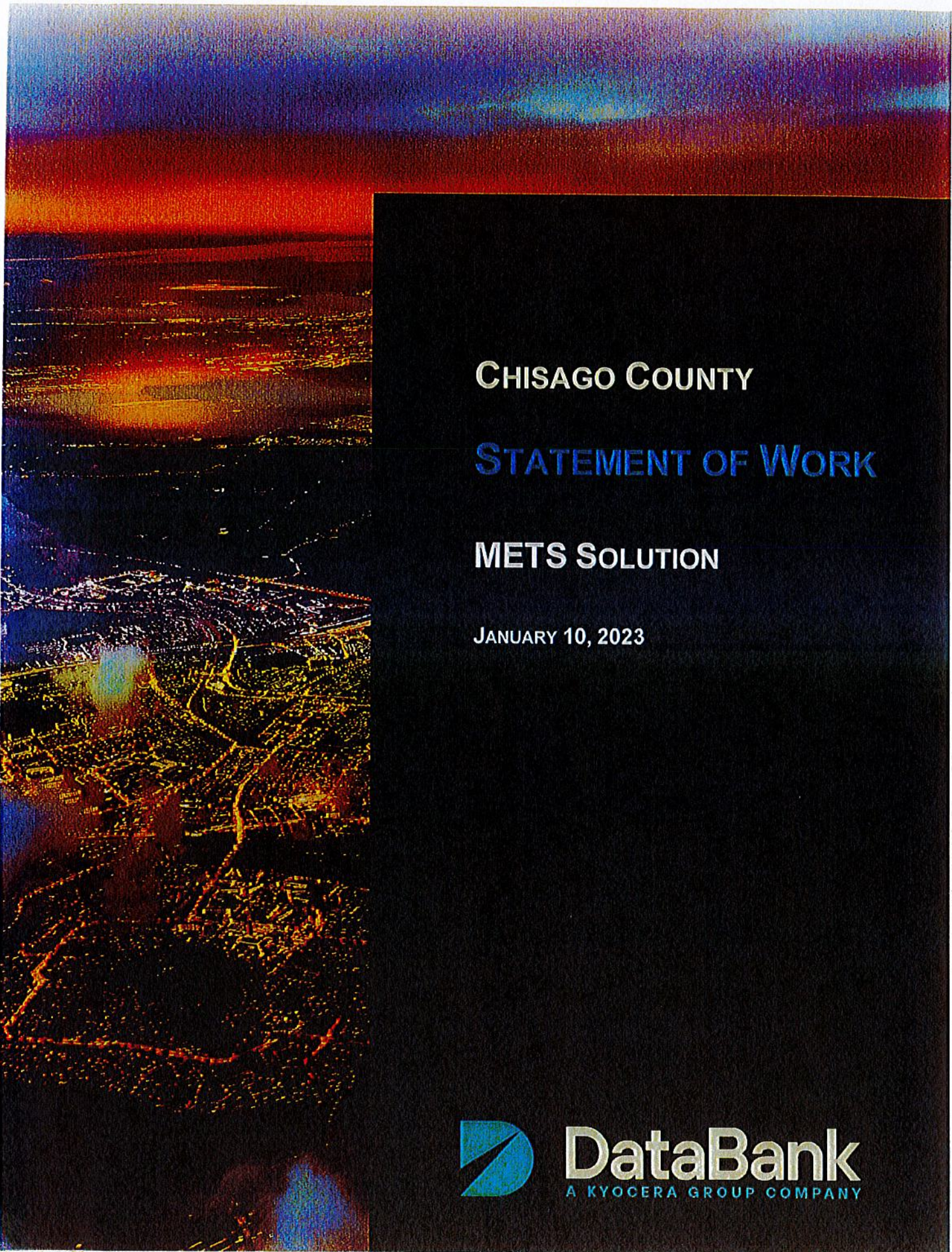
1. Routing of applications and verifications are automated at the state level and this solution supports the state automation.
2. Customer calls and call backs are more efficient and will save staff time.
3. Improved efficiencies for worker interactions; applications and verifications will be received in real time.
4. Reduce the need for making copies for clients and case files.
5. We are currently out of file storage space in our offices and need to convert cases to an electronic format.
6. Customer service is enhanced because all workers will have immediate access to the same information.
7. Enhanced information sharing across the agency; client reporting and verifications, many clients are open on several public assistance programs in different state systems with different workers in house here.
8. Accuracy increased and human error reduced because we are receiving state downloads rather than our staff manually entering client information.
9. Front desk staff will be more efficient and able to access and distribute documents.
10. More transparency for supervisors to monitor and support staff and their work.
11. Reduced time tracking documents.
12. Information is more secure than having paper copies.
13. Reduced time completing forms because information will autofill.

We have a bid from DataBank to complete this upgrade for \$100,790. We are requesting to either use \$100,000 of our IM fund balance or \$100,000 of ARPA money to move forward with this. Our IM fund balance is currently at \$3,226,588.

It is our understanding that DataBank is currently the regional vendor for Minnesota and does meet the State's requirements as a sole source provider.

This update is long overdue. It was originally approved in the 2018 CIP budget. Due to COVID and the myriad of issues that followed, we were unable to proceed with the updates at that time and the CIP funding was not carried forward. We believe that this is essential to provide the necessary services and supports to our constituents, especially as we enter this new phase of the Public Health Emergency ending and the corresponding wind down. Additionally, this will help us to better serve all of our customers in the future.

Health and Human Services is requesting funding approval from the Budget and Finance Committee, and approval to work with the County Administrator and County Attorney to move forward with this request.



CHISAGO COUNTY

STATEMENT OF WORK

METS SOLUTION

JANUARY 10, 2023



DataBank
A KYOCERA GROUP COMPANY

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VERSION CONTROL

Document Attributes

Document Name	Statement of Work
Document Identifier	20230106_Chisago County_METS Solution_SOW
Publish Date	1/10/2023
Current Revision Number	0.1

Version History

Version Number	Date	Responsibility (Author)	Description
0.1	1/10/2023	Tim Nelson	Initial draft

RACI Chart

Name	Position	*	R	A	S	C	I
Lee Meyerdirk	DataBank - Government Practice Director	X		X	X		X
Adam Herrmann	DataBank - Senior Vice President of Services			X	X		X
Kendra Deutsch	DataBank - Government Professional Services Director				X		X
Tim Nelson	DataBank - Bid Manager		X				X
Scott McLean	DataBank - Manager, Development Team		X				X
Matt Ward	DataBank - Business Development Director (IBR)				X		X
Todd McMurray	Chisago County - Project Sponsor	X				X	X
Column Key * – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.							



EXECUTIVE SUMMARY

METS (some refer to it as Curam or HIX/Health Insurance Exchange) is the central health insurance marketplace for Minnesotans. Enrolled client cases will be administered by counties in MN not unlike existing Financial Assistance cases. Behind the scenes, a new enrollment system (client database) is being developed by MN DHS to manage client cases for participants. County Financial Assistance agencies will utilize the new system as a normal part of their day-to-day operations.

The client/case data for healthcare cases will eventually be migrated from the current MAXIS database into the new METS system. Once healthcare cases are migrated to the new system, EDMS solutions will require data from the new database so that imaged documents can be properly indexed into the proper electronic case. Additionally, EDMS systems that include an electronic form filling component (Compass/OnBase in this instance) will need access to the data in the new system to continue managing existing Workflow processes.

Chisago County (hereinafter "Customer" or "Client") is leveraging DataBank IMX, a KYOCERA Group Company (hereinafter "DataBank") to design, implement, and support the solution.

PROJECT GOALS

Throughout significant collaboration with the Minnesota Department of Human Services and several current Minnesota County clients, DataBank is proposing a METS solution that will accommodate for current METS document processing by providing the following:

- A process to determine if a specific MNSure ID and related index information is known to OnBase
- A process to update OnBase indexing dataset if the above process fails
- OnBase Workflow logic to maintain and update documents submitted without required keyword information
- OnBase Workflow logic to route incoming documents to METS workers for processing
- METS case file storage and retrieval functionality similar to the existing Income Maintenance solution
- Create a new METS Client Tracking E-Form to retrieve Client data using the METS Tracking ID or the Maxis Case # entered by the user. The form will allow the users to update any information needed and submit the updated data. The updated data will be used to update the database where the data was retrieved. The user will also be allowed to create a new tracking form and submit the new data to the database.

SCOPE OF SERVICES

The scope of this project consists of planning, discovery, development, testing, training, and deployment activities associated with the implementation of this project. Installation and/or configuration of OnBase components not listed or that exceed the documented numbers will require an approved change order.

The scope of this initiative will be limited to DataBank performing the following activities:

Activity	Description
Gap Analysis & Design	▪ Conduct Discovery sessions with Customer Subject Matter Experts (SMEs) and technical experts from IT, interfaces, and applications to perform gap analysis. ▪ Internal analysis of discovery ▪ Research and consultation for solution designs ▪ Draft a high level Solution Design Document (SDD) for the solution components identified during Discovery including: ○ Documentation of the basic OnBase components ○ Illustrate as is and to be Workflow processes, if applicable ▪ Create the Solution Inventory spreadsheet ▪ Review SDD with Customer and modify if needed



Activity	Description
	- o This will include two (2) modifications. - o Additional modifications will require a Change Order. ▪ Customer sign off on SDD
Solution Configuration	▪ Basic OnBase Configuration (i.e., autofills, Keywords, User groups) ▪ Creation/Implementation of METS Tracking Form, Web Service, and Unity Script ▪ Create New METS Workflow Framework to accommodate incoming MNsure documents ▪ Compass Capture modifications ▪ Internal development demo and review ▪ Client development review and feedback sessions
Custom Development	▪ <u>Create MNsure Web Service</u> a. There will be 4 functions in the web service i. GetAutofillValuesByMaxisCaseNumber 1. Input: Maxis Case Number to search SQL on 2. Output: JSON object representing the items in the autofill for the given value ii. GetAutofillValuesByMETSTegratedCaseNumber 1. Input: METS Integrated Case Number to search SQL on 2. Output: JSON object representing the items in the autofill for the given value iii. GetAutofillValuesByMETSTrackingId 1. Input: Mets Tracking Id to search SQL on 2. Output: JSON object representing the items in the autofill for the given value iv. GetOnBaseAutofillData 1. Input: a. autofillNum – autofill number to search on b. inKeywordNum – keyword number of the in primary keyword c. primaryValue – value to search the autofill on 2. Output: JSON object representing the items in the autofill for the given value 2. <u>METS Client Tracking E-Form</u> a. Create a HTML form that allows users to search on Maxis Case Number or METS Tracking ID i. Values to return are: 1. Client PMI Number 2. Client SSN 3. Client First Name 4. Client Middle Name 5. Client Last Name 6. Client DOB 7. Address Line 1 8. Address Line 2 9. City



Activity	Description
	10. State 11. Zip 12. Client Phone 13. Use jQuery, jQuery UI, and maskedinput to format SSN, DOB, Zip, and Phone 3. <u>Follow-Up Date User Form</u> a. Create a HTML form that allows for users to pick a date b. Use jQuery and jQuery UI for the datepicker on the input field 4. <u>METS Update E-Form</u> a. Create a HTML form that allows users to search on Maxis Case Number or METS Integrated Case Number b. Values to return are: i. METS MNSure ID ii. Client SSN iii. Client First Name iv. Client Middle Name v. Client Last Name vi. Client DOB vii. METS OnBase User ID viii. METS Worker Name 5. <u>METS Update Unity Script</u> a. Create a unity script that will insert or update the MNSure tables in SQL from the METS Update E-Form 6. <u>METS Client Tracking Data Update Unity Script</u> a. Create a unity script that will insert or update the ClientTrackingDataTable table in SQL from the METS Client Tracking E-Form
Database Services	▪ Modify SQL View to accommodate Index information for MNSure Case ▪ Daily download for METS
Testing	▪ Perform functional testing ▪ Create test scripts for User Acceptance Testing (UAT) ▪ UAT assistance and issue resolution
Training	▪ UAT training ▪ Create end user training manual ▪ Admin training ▪ End user training
Production Deployment	▪ Migration of solution to Production ▪ Go-live support ▪ Admin handoff ○ Create Customer system information document ○ Final solution inventory ▪ Transition to Support
Project Management	DataBank will assign a Project Manager who will manage the day-to-day



Activity	Description
	activities of the project in conjunction with Customer Project Manager. Responsibilities include: ▪ Setup the project in the internal PSA system ▪ Coordinate DataBank technical team personnel and schedules ▪ Manage the project budget and invoicing ▪ DataBank will schedule a project kick-off meeting to introduce project resources and review the project plan with Customer ▪ Ongoing planning and coordination ▪ Lead weekly status meetings with the project team ▪ Preparation of weekly status reports ▪ Status reporting to Customer Project Manager ▪ Project Plan management ▪ Close management on project scope and limitation of Change Order Requests

The following items have been discussed but are considered out of scope for this project:

Activity	Description
Data Conversion	Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.
Integrations	Application integrations with OnBase will require a change order.
Activities not listed	Activities not listed in the in scope statement will require a change order.

COMPENSATION & PAYMENT SCHEDULE

DataBank will charge and bill services fees to Client for the Professional Services provided under this SOW in the following manner:

1. Time and Materials will be billed monthly

Other than when payment terms are specifically delineated in a Master Services Agreement, Customer agrees to pay for all Services and Products within thirty (30) days of receipt of an invoice from DataBank.

PRICING BREAKDOWN

Professional Services Fees (Estimate) - Time & Materials

The following is a summary of the estimated costs for professional services by project stage. The services provided under this SOW will be delivered on a time and materials basis.

Phase	Hours	Rate	Consulting Fee	Travel and Expenses	Total Estimate
Gap Analysis & Design	52.0	\$205.00	\$10,660.00	\$1,180.00	\$11,840.00
Solution Configuration	48.0	\$205.00	\$9,840.00	\$0.00	\$9,840.00



Phase	Hours	Rate	Consulting Fee	Travel and Expenses	Total Estimate
Custom Development	109.0	\$205.00	\$22,345.00	\$0.00	\$22,345.00
Database Services	18.0	\$205.00	\$3,690.00	\$0.00	\$3,690.00
Testing	70.0	\$205.00	\$14,350.00	\$1,060.00	\$15,410.00
Training	40.0	\$205.00	\$8,200.00	\$3,660.00	\$11,860.00
Production Deployment	48.0	\$205.00	\$9,840.00	\$795.00	\$10,635.00
Project Management	74.0	\$205.00	\$15,170.00	\$0.00	\$15,170.00
Total	459.0	\$205.00	\$94,095.00	\$6,695.00	\$100,790.00

All estimates of fees or time required to complete the project are approximations of the anticipated amount of time needed to complete the project. Client will be invoiced based on the amount of time actually required to complete the project. DataBank will bill monthly for services performed. Estimated hours are based on the total number of hours to complete the work identified in this SOW. Hours may shift between phases based on the requirements of the project.

It is important to note that scope can change throughout the lifecycle of a project requiring the use of DataBank's change order process. DataBank recommends Client add a contingency reserve of 20% of total project estimate to account for change orders and additional request.

SERVICES RENDERED & TIMELINE ESTIMATION

The parties agree that any services described in this SOW that have been performed prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

DATABANK POLICIES

Travel & Expense Policy

Trip Charge

If travel is required, charges associated with travel to and from Client site(s) are invoiced as a flat-rate trip charge. The standard trip charge will be \$650.00 per resource regardless of the method of travel and/or distance (i.e., mileage, airfare, etc.).

Estimated Expenses

Other recoverable expenses such as lodging, meals, car rental, and parking will be billed back to Client based on a daily per diem of \$265.00 per resource. The actual expenses will be itemized on the invoice.

Travel requested less than 2 weeks before the planned visit will require a Change Order for additional costs.

Non-Standard Time Policy

Professional Services are considered non-standard time if they belong to one of the following situations:

- Work is being performed in the same time zone as DataBank Headquarters (CST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
- Work is being performed in a different time zone other than that of DataBank Headquarters (CST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.

In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charge a premium when Client has requested that work be performed outside of standard business hours (see above for location and/or hours details). Premium rates are billed at 1.50 times the quoted services rate.

Change Order Policy

Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this SOW, if



the schedule changes from the defined schedule in this SOW, or Project Assumptions listed in this SOW are not met. This includes billable and non-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Client as part of the Change Order Process.

Non-Solicitation of Employee(s) Policy

The parties agree that during the term of the agreement and for three years thereafter, they shall not solicit or encourage, or cause others to solicit or encourage, any of the other party's' employees or contractors or any affiliate to terminate their employment or engagement. Each party shall not, directly or indirectly, hire any then-current or former employee or contractor of the others and shall not solicit any then-current Client or an affiliate or any prospective Clients made known to it by the other party for any business relating to in anyway, the business of the party or otherwise interfere with the business relations between the party and any such Clients.

REQUIRED DOCUMENTATION

The following documents are required prior to DataBank scheduling the start of the project and prior to any work being performed.

1. Purchase Order
2. Signed Statement of Work

Other than when payment terms are specifically delineated in a Master Services Agreement, Customer agrees to pay for all Services and Products within thirty (30) days of receipt of an invoice from DataBank.

CLIENT RESPONSIBILITIES

Client agrees that the following actions and project requirements will be solely owned and completed/provided by Client staff and Client resources. Failure to complete actions will directly impact the project start date, project schedule and project success. Any requirements or Client responsibilities not provided during the project will result in a change order to account for increased project schedule, increased resource expenses, and increased operating expenses.

Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Client.

1. A network account with rights to the network and hardware is set up and made available to DataBank for both onsite and remote work.
2. A work space will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
3. Client will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
4. Client will assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.

Required During Project

Client will provide the following during the project.



1. Client will maintain and keep available all line items listed as requirements prior to project start.
2. Client will manage/schedule its own resources during the project.
3. Client will test the deployed solution as defined within the Solution Design Document.
4. Client will document all issues/change requests as part of the Client testing process.

PROJECT ASSUMPTIONS

The following Assumptions are paramount to the defined scope and schedule for this project. Any variables in the project found to not match the listed assumptions will be documented by DataBank Project Manager as a project risk. A change order will be required for any variables that do not match the Project Assumptions and that impact the project deliverables, project schedule or project expenses.

1. DataBank resources will schedule a kickoff call within (2) weeks after both parties sign this SOW.
2. A schedule will be presented during the kickoff call and will be updated after discovery is complete. If Customer delays lead to gaps of more than (5) unplanned days, the currently assigned DataBank resources may be reassigned to other projects. If the currently assigned resources are reassigned to other projects, the costs associated with performing knowledge transfer to new resources will be the responsibility of Customer. The timing of project reinitiating with a new resource will be determined on the resources new project booking. Customer has the opportunity to pay a \$6,500.00 a week resource hold fee during delays to retain resources and keep project schedules on track which will be issued through a change order.
3. A signed Solution Design Document is received by DataBank prior to scheduling development and deployment.
4. DataBank will deploy the solution as agreed upon in the final Solution Design Document, signed by all parties.
5. DataBank will deploy the solution in Customer's test environment, unless agreed upon by both parties prior to deployment.
6. An up-to-date test environment that closely resembles the production environment is in place prior to deployment. If Customer chooses not to establish a test environment, they understand that the system/solution will be deployed into their production environment.
7. DataBank will test the system to assure that it matches the final Solution Design Document prior to training.
8. DataBank will perform UAT training and assist with User Acceptance Testing (UAT) prior to formal training. Any issues or project gaps must be identified, documented and communicated to DataBank Project Manager at the time of UAT.
9. Customer Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
10. DataBank will provide formal testing support for the number of hours and for the duration of time listed in this SOW. Any additional testing support requirements must be defined in the Solution Design Document.
11. During Customer testing, the only issues that will be considered to be addressed are those that impact system performance. All other changes will be evaluated at the completion of testing.
12. DataBank will deploy the system into production once it is functioning per the Solution Design Document and any negotiated Change Orders.
13. DataBank will manage/schedule its own resources during the project.
14. Both parties will attend up to 1 project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Solution Design Document. Additional Project Status requirements are subject to applicable Project Management fees.
15. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
16. At the end of the agreed upon User Acceptance Testing schedule, DataBank will provide the Release to Production document. Customer will have 3 business days to contest the solution's readiness in writing. If no such contestation of readiness is provided, the solution is considered to have Customer's approval to move to the Production environment.



17. After completion of User Acceptance Testing, it is possible that additional issues may be identified. For a period of 15 business days (about 3 calendar weeks), the DataBank project team will be available to provide support for issues falling within the project scope. After the 15th business day, support for the solution will transition to the DataBank Support teams to provide primary assistance.
18. Customer agrees to provide payment to DataBank no later than 30 business days after the completion of the User Acceptance Testing process. Any additional time accrued after that mark will be billed in accordance with the rules identified in the SOW or in the Master Services Agreement between Customer and DataBank.
19. After the solution goes live, DataBank will coordinate a "handoff to Support". Any issues identified after this handoff will be treated as Support Issues and fall under the DataBank Hardware/Software Maintenance agreement terms and conditions.
20. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.
21. DataBank resources will perform work unimpeded by Customer staff monitoring, shadowing, or Customer driven remote technology where DataBank resources are limited by Customer staff availability. A request to monitor/shadow DataBank resources, while welcomed, does impede resource efficiency which has a direct impact on the duration of the project and time needed to complete the project. A change order will be required to cover the increased project time that results from resource monitoring.
22. Customer will provide remote access as needed to DataBank's developer for configuration, testing, and deployment.
23. Features not described herein are out-of-scope, and any changes to deliverable functionality may necessitate a change order for additional development hours.
24. All DataBank integrations proposed / delivered in this engagement will be architected based on the current version and configuration of the systems that are connected by this integration. Any plan to upgrade or change the configuration of any component of the integrated systems will require a review by DataBank to ensure the integrity of the integration. The client should contact their DataBank account manager to have this integration reviewed and updated if required. This will ensure the continued success of the Client's solution.
25. An up-to-date test environment that closely resembles the production environment is in place prior to deployment. If the customer chooses not to establish a test environment, they understand that the system/solution will be deployed into their production environment.
26. Customer will download all applicable OnBase Software and place the software in a directory on the server(s) it will be installed on.
27. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
28. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.

INTELLECTUAL PROPERTY RIGHTS

Intellectual Property and Work Product created, made, originated, purchased or licensed by DataBank for the purpose of performing the Services is not to be deemed a "work made for hire" and shall be the sole and exclusive property of DataBank except as DataBank may voluntarily choose to transfer such property, as set forth below. Documentation created by DataBank about performed Services shall remain the property of DataBank. Customer shall be permitted to use any documentation or reporting created for the Services, for internal instructional, educational, and administrative purposes only.



Customer will not copy the technology without the express written consent of DataBank, except as specifically allowed by the technology license agreement. Any unauthorized duplication or use of the technology, or its corresponding documentation is forbidden. Other than as provided below, this Agreement does not provide Customer with Intellectual Property or Work Product ownership or rights of any kind nor access to DataBank created and owned Intellectual Property and Work Product which exists as a licensed software product. Purchasing and licensing of DataBank products and the associated rights are governed by a separate End User License Agreement.

Subject to the payment of all fees due and payable to DataBank hereunder or under any applicable SOW, DataBank acknowledges that, subject to the licenses granted and exceptions provided herein, DataBank has no ownership interest in the Deliverables or custom software development created solely for Customer's use. Notwithstanding the foregoing, DataBank shall retain sole ownership of and reserves unrestricted right to continue to use, and authorize others to use, any pre-existing or underlying Intellectual Property, Work Product, DataBank Methodology and/or DataBank Residual Information incorporated into the Deliverables and/or custom software development, and hereby grants to Customer a worldwide, non-exclusive, royalty-free, perpetual license to use such pre-existing works solely for the specific use as set forth in the SOW, the Deliverables and/or the custom software.

For purposes of this Section, (a) "DataBank Methodology" means (i) know-how, (ii) computer program algorithms; and (iii) system design, architecture, logic, structure, sequence, and organization developed or known by DataBank prior to the commencement of work hereunder; and (b) "DataBank Residual Information" means information developed by DataBank during the Term hereof as part of a SOW regarding (i) know-how, (ii) computer program algorithms; and (iii) system design, architecture, logic, structure, sequence, and organization that may become embodied in the Deliverables, and which may be retained in non-tangible form as general knowledge and experience in the memory of those DataBank employees or subcontractors who have rightful access to the Deliverables.

BINDING EFFECTS AND AGREEMENTS

This Statement of Work ("SOW") is made and entered into effective as of the date that the last party to sign this "SOW" has executed the same (as indicated by the date entered by such party with its signature below) (the "SOW Effective Date") by and between DataBank IMX, A Kyocera Company ("DataBank") and Chisago County ("Customer" or "Client") with a location at 313 N Main St, Center City, MN 55012 in connection with a certain project ("Project") pursuant to the Master Service and Confidentiality Agreement ("MSA") between Customer and DataBank. The terms and conditions of the Agreement are hereby incorporated by reference, and any terms used but not defined herein shall have the meanings ascribed to them in the Agreement. Additional Agreements may be required as part of this SOW and are referenced in Attachment "A" (Supporting Agreements).

PROPRIETARY & CONFIDENTIAL STATEMENT

The enclosed materials are proprietary to DataBank. The terms, conditions, and information set forth herein are confidential to DataBank and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction or transmission is expressly prohibited without the prior written consent of DataBank.

GENERAL TERMS AND CONDITIONS

The performance of the Services described in this Statement of Work ("SOW") by DataBank for the Customer is subject to and shall be governed by the following terms and conditions. If this SOW is made pursuant to a Master Services Agreement ("MSA"), the terms and conditions set forth in such MSA are incorporated herein by reference



and made a part of this SOW. If this agreement is not made pursuant to a MSA, then the terms and conditions in DataBank's standard MSA shall be incorporated herein by reference and made part of this SOW. The standard DataBank MSA will be provided upon request.

Customer agrees to provide to DataBank the information and assistance described in this SOW. Customer agrees that if DataBank's Employees are required to perform the Services at Customer's facility, Customer shall provide adequate working space, facilities and equipment for such Employees.

TERMINATION

This Agreement shall remain in force and payable according to this Agreement's Payment Terms. Upon 30 days' written notice to DataBank, Customer may terminate this Agreement at any time without cause prior to the Agreement's Expiration Date and no refunds for amounts paid or credits against future payments due will be issued by DataBank. Customer shall provide at least 90-day written notice to DataBank prior to the expiration date if they wish to extend this Agreement beyond the initial term as identified in the Payment Terms section. Notwithstanding any other language in this Section, either Customer or DataBank may terminate this Agreement prior to the Agreement's expiration date for cause; that cause being a material breach of the Agreement.



ACCEPTANCE OF SOW

This SOW represents DataBank's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Client signing and delivering this SOW to DataBank within 60 days from the date of this document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Client. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Client on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX

Company Name ("DataBank")

By (Signature)

Printed Name and Title

___/___/___

Dated

Chisago County

Company Name ("Customer")

By (Signature)

Printed Name and Title

___/___/___

Dated

Billing Information

Billing Contact and Title

Billing Email Address

Billing Address

Billing City, State, Zip

City, State, Zip



APPENDIX A – UAT ACCEPTANCE FORM

- ☐ Customer acknowledges that User Acceptance Testing (UAT) has been completed and that the solution has met the specifications identified within the solution design document and any subsequent, mutually-signed change orders. No further solution changes will be required before the migration of the solution to the production environment.

Exceptions:

Comments/Reason:

Company Name ("Customer")

Project Sponsor Name (Print)

Project Sponsor Signature

Date



APPENDIX B - WORK ACCEPTANCE FORM

Date Submitted ____ / ____ / ____

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

- ☐ Accept Deliverable
- ☐ Decline Deliverable

Comments/Reason:

Company Name ("Customer")

Project Sponsor Name (Print)

Project Sponsor Signature

Date



ATTACHMENT A – SUPPORTING AGREEMENTS

The following agreements may be required as part of the solution represented in this Statement of Work and if executed are incorporated into this SOW by reference.

- Vendor EULA
- Other Vendor Agreements based on solution
- DataBank Subscription Agreement
- DataBank Hosting Agreement
- DataBank Maintenance and Support Agreement



Governor's Tax Bill Heard in House and Senate—GOP Responds with Counterproposal

Gov. Tim Walz's tax proposals received a thorough vetting in the House and Senate this past week. [HF1938/SF1811](#) represent the governor's tax related budget proposals. The package includes several noteworthy proposals including a new Minnesota child tax credit, expansion of the dependent care credit and working family credit, as well as an increase in the social security subtraction (although not a complete elimination). The proposal also includes several local government/property tax-related items including \$30 million in each County Program Aid and Local Government Aid proposals, \$300 million in one-time public safety aid (counties would receive less than \$90 million), a temporary sales tax exemption for local government construction materials purchases, \$12 million in Soil and Water Conservation District Aid, and \$44 million in one-time tribal homelessness aid. AMC testified in support of several county priorities included in the governor's budget proposal Tuesday afternoon in the House Property Tax Division, reminding members of the \$150 million priority in County Program Aid funding and Payment in Lieu of Taxes (PILT) priority that has garnered historic, bipartisan interest. Both Tax Chairs reminded committee members that the Legislature will have their own proposals that will have significant differences. GOP members in both chambers voiced significant concerns over the cost of new programs/credits, along with concerns about raising taxes in a historic surplus. Earlier in the week, Republicans held a press conference to release their counter tax proposal of "giving it back." The proposal would fully eliminate taxes on social security income; provide income tax relief through reducing the two lowest income tax tiers; property tax relief through expansion of homestead exclusion, PTR, and targeted PTR programs (as well as a reduction of the State C-I tax); and one-time refund checks.

Bipartisan Broadband Funding Bills Introduced in Both Chambers

[HF2313/SF2169](#) were introduced this week and will quickly move through the committee process. These bills would bring \$276 million to the Office of Broadband Development's Border-to-Border Grant Program. The funding matches Gov. Walz's budget request to the Legislature. Additionally, the bills include an increase of the per-grant cap from \$5 million to \$10 million which would allow counties to apply for larger projects rather than in phases over several years. Rep. Kristi Pursell and Sen. Judy Seeberger are the chief authors, with Sen. Torrey Westrom and Rep. Paul Anderson as minority leads. We anticipate some of the \$276 million to be split off and put in the Lower Population Density Program, which allows up to a 75% state match for very hard to serve areas of the state.

-[Nathan Zacharias](#), AMC Technology Policy Analyst

Chisago County Request for Board Action

Meeting Date: March 15, 2023	Item Number: 15
Title of Item for Consideration: Chisago County Recorder Document Preservation Plan	
Action Requested by: Karen Long, County Recorder	Department: County Recorder
Previous Action on this Matter: None.	
Background: The Chisago County Recorder's intent is to develop and execute a digital strategy to fulfill its mission to "protect, preserve and record documents." In addition, allowing remote access to all documents deemed public information furthers the office's efforts to serve the public in a "prompt, courteous, and effective manner." <u>Why Digital Record Preservation?</u> 1) It's the Law • Most county land records must be maintained for life • Proactive approach of making them available (for revenue) before being mandated by the State to make them available (at no cost) 2) Risk Management • Critical part of the County's disaster recovery plan • Digital records eliminate the risk of loss due to fire, water damage, the environment, or natural disaster. • Digital records reduce the risk of workplace injuries by not having to handle large heavy books/binders. 3) It Just Makes Things "Better" • Reduces office space- Paper records can be relocated to less valuable storage space. • Creates office efficiency- Digital records take less time to access, copy, or send. • Allows for remote document access- Records can be viewed, emailed, and printed from a computer • Preserves current record quality- Paper records age over time and quality is reduced. Digital records will never deteriorate • Improves customer satisfaction- Researchers do not have to wait for us to get their images. • Increases revenue- E-Commerce on-line record access and payment offers a "hands free" way to collect funds. • Existing and future staff and customers are comfortable working in a digital environment (the new normal). Attachment(s): • Powerpoint Presentation	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Chisago County Recorder Document Preservation Plan and authorize the expenditure of funds from the Recorder Technology and Compliance Fund. The suggested motion is as follows:

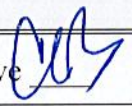
“Move to approve Chisago County Recorder Document Preservation Plan and authorize the expenditure of funds from the Recorder Technology and Compliance Fund.”

Implications of Action: By approving the plan, Book and microfiche quality is continually diminishing. Some of our digital copies were poorly done. Microfiche readers are becoming obsolete, researchers are not able to do a full 40-year search online without having to request some documents from our office, and the more information we put out for researchers, the less likely they are going to seek legislation requiring information be made available online at no charge. If nothing else, it helps us recoup costs now if the time come.

Budget/Financial Implications: \$263,553.01. The project will be paid from the Recorder Technology and Compliance Fund.

Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures. The County Attorney has approved as to form.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

CHISAGO COUNTY RECORDER DOCUMENT PRESERVATION PLAN

PRESERVING THE PAST AND EMBRACING THE FUTURE

MARCH 2023

CHISAGO COUNTY RECORDER'S OFFICE DOCUMENT PRESERVATION PLAN

The Chisago County Recorder's intent is to develop and execute a digital strategy to fulfill its mission to "protect, preserve and record documents." In addition, allowing remote access to all documents deemed public information furthers the office's efforts to serve the public in a "prompt, courteous, and effective manner."

WHY DIGITAL RECORD PRESERVATION?

It's the Law

- Most county land records must be maintained for life
- Proactive approach of making them available (for revenue) before being mandated by the State to make them available (at no cost)

Risk Management

- Critical part of the County's disaster recovery plan
- Digital records eliminate the risk of loss due to fire, water damage, the environment, or natural disaster.
- Digital records reduce the risk of workplace injuries by not having to handle large heavy books/binders.

WHY DIGITAL RECORD PRESERVATION?

It Just Makes Things “Better”

- **Reduces office space-** Paper records can be relocated to less valuable storage space.
- **Creates office efficiency-** Digital records take less time to access, copy, or send.
- **Allows for remote document access-** Records can be viewed, emailed, and printed from a computer
- **Preserves current record quality-** Paper records age over time and quality is reduced. Digital records will never deteriorate
- **Improves customer satisfaction-** Researchers do not have to wait for us to get their images.
- **Increases revenue-** E-Commerce on-line record access and payment offers a “hands free” way to collect funds.
- **Existing and future staff and customers are comfortable working in a digital environment (the new normal).**

THERE ARE GENERALLY 2 DIFFERENT “TYPES” OF PEOPLE DOING RESEARCH IN LAND RECORDS

- Genealogists and other people looking for historical information for more personal reasons.
 - ARCA Search is helpful when they might know key words, do not necessarily know how to do searches by legal description
- Abstractors and other real estate professionals (title companies, attorneys, etc.) performing a 40-year (give or take) tract search
 - LandShark allows searching by legal description or Grantor/Grantee in conjunction with LandLink, the LRMS (Land Records Management Software) in which we record documents

Having 2 different sources to search documents meets the needs of all researchers.



CURRENT STATE OF CHISAGO COUNTY LAND INDEX AND RECORDS

Deed, Mortgage, and Miscellaneous Indexes have not been effectively digitized. It is critical the indexes are preserved since they are used daily and are in very poor condition.

Deed, Mortgage, and Miscellaneous records have been microfilmed. Microfilming was completed many years ago and the quality is very poor. Many documents are not readable.

Based on the research and evaluation of indexes and records, 3 options have been created to proceed with digitizing Chisago County “historical” land records with ArcaSearch.

CRITICAL INDEXES AND RECORDS TO BE PRESERVED:

Documents to be preserved:

• Grantor/Grantee Deed Record Indexes	10,980	• Miscellaneous Records	12,000
• Deed Records	71,253	• Tract Indexes (Lands)	2,527
• Index to Mortgages Grantor/Grantee	4,974	• Tract indexes (Lots)	1,800
• Mortgage Records	52,827	• Numerical Indexes	7,202
• Miscellaneous Indexes Grantor/Grantee	3,826		

Total documents to be imaged 167,389

ARCA SEARCH PRESERVE CHISAGO RECORDS-OPTION I

Option I: Preservation of all indexes

- Image all index books. This will include Grantor/Grantee Deed indexes, Miscellaneous Grantor/Grantee indexes, Mortgage Grantor/Grantee indexes Numerical indexes and Tract Indexes land and lots.
- Develop and host site for record search.
- The Chisago Record site for a fee will offer E-commerce (remote access) for customers. Setup \$2,495.00 and annual fee \$999.00
- Price for document imaging, creating digital files, processing, OCR, site build and hosting. 9 products, 56 books, 31,309 images. \$37,253.00

ARCA SEARCH PRESERVE CHISAGO RECORDS-OPTION 2

Option 2: Image all indexes and records (All original paper records)

- Image all index and record books. This will include Grantor/Grantee Deed indexes, Miscellaneous Grantor/Grantee indexes, Mortgage Grantor/Grantee indexes, and Tract Indexes land and lots. **Also includes Deed, Miscellaneous, and Mortgage Records.**
- Develop and host site for record viewing and search.
- The site for a fee will offer E-commerce (remote access) for customers. Setup \$2,495.00 and annual fee \$999.00
- Price for document imaging, creating digital files, processing, OCR, site build, and hosting. 12 products, 164 books, 167,389 images. \$150,781.00

ARCA SEARCH PRESERVE CHISAGO RECORDS-OPTION 3

Option 3: Image all indexes and records (Use Microfilm for Records)

- Image all index and record books. This will include Grantor/Grantee Deed indexes, Miscellaneous Grantor/Grantee indexes, Mortgage Grantor/Grantee indexes, Numerical Indexes, Tract Indexes land and lots. **Includes Deed, Miscellaneous, and Mortgage Records. It is priced to use existing microfilm images for Deed, Miscellaneous, and Mortgage Records.**
- Develop and host site for record viewing and search.
- The site for a fee will offer E-commerce (remote access) for customers. Setup \$2,495.00 and annual fee \$999.00
- Price for document imaging, creating digital files, processing, OCR, site build and hosting. 12 products, 164 books, 167,389 images. \$86,993.00

TRIMIN AND US IMAGING PROJECT SCOPE

Document Scanning and
Indexing Proposal with
Partial or Full Indexing

- “Clean up” existing images when possible
- Digitize images that are not already digital
- Double index images with selected criteria and verify for accuracy
- Format and deliver images for Trimin to import into Chisago County’s land records system.
- Partial Indexing includes these fields: Book/page, Document Number, Document Type, Date Recorded, Grantor, Grantee.
- Full Indexing also includes the same fields as partial indexing and also includes a Legal Description.

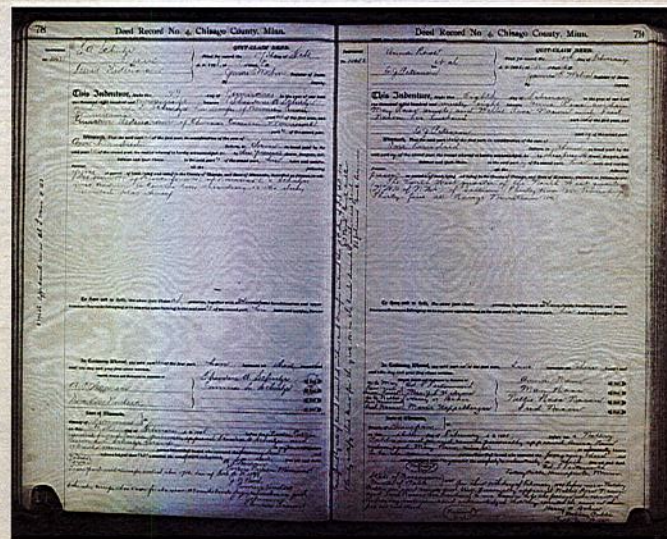
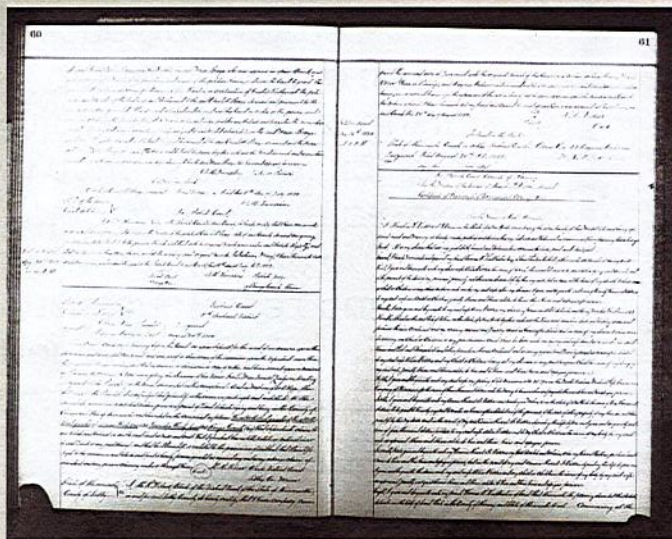
US IMAGING / TRIMIN PRESERVE CHISAGO RECORDS- OPTIONS 1 OR 2

• Phase 1- Crop and <u>Partial</u> Index Documents (1974-1988)	\$57,673.11
• Phase 2- Scan Documents from Micro-film Off-Site (1962-1974)	\$31,956.30
• Phase 3- Partial Index Documents (1962-1974)	\$22,142.60
• Phase 4- Process and Partial Index Pre-1962 Documents	\$88,910.94
Total	\$200,682.95

• Phase 1- Crop and <u>Full</u> Index Documents (1974-1988)	\$80,651.66
• Phase 2- Scan Documents from Micro-film Off-Site (1962-1974)	\$31,956.30
• Phase 3- Partial Index Documents (1962-1974)	\$32,657.00
• Phase 4- Process and Partial Index Pre-1962 Documents	\$128,003.09
Total	\$273,268.05

This proposal is designed so that we can choose any or all of the phases and either partial or full indexing.

EXAMPLES OF IMAGES THAT WE CURRENTLY HAVE

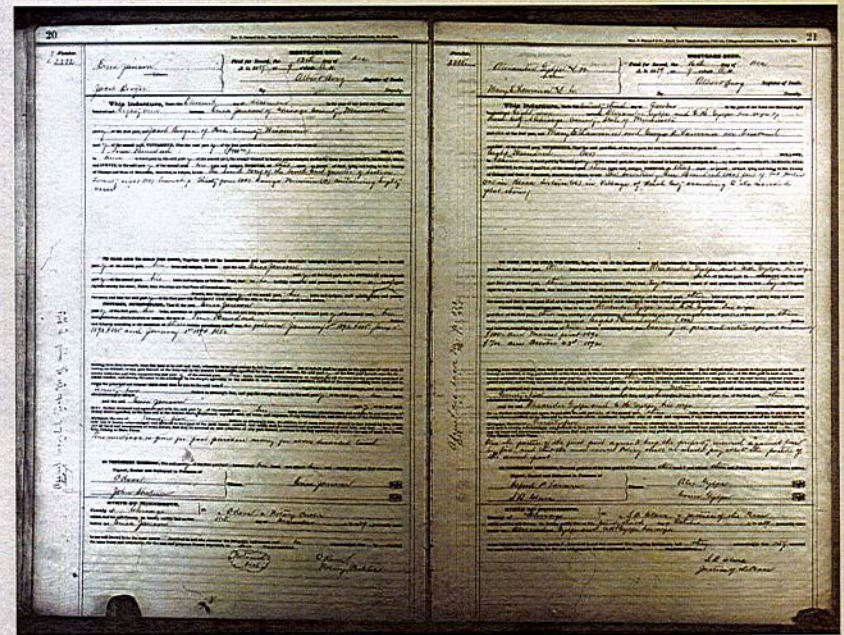
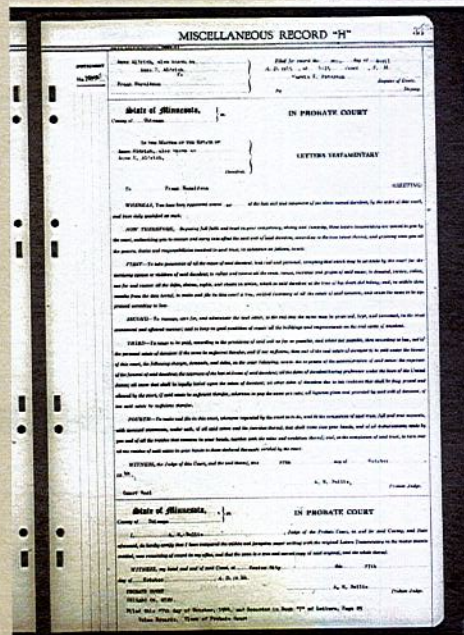


Both US Imaging (Trimin) and ARCA Search will use previously digitized images when practical. However, some of the images are of very poor quality.

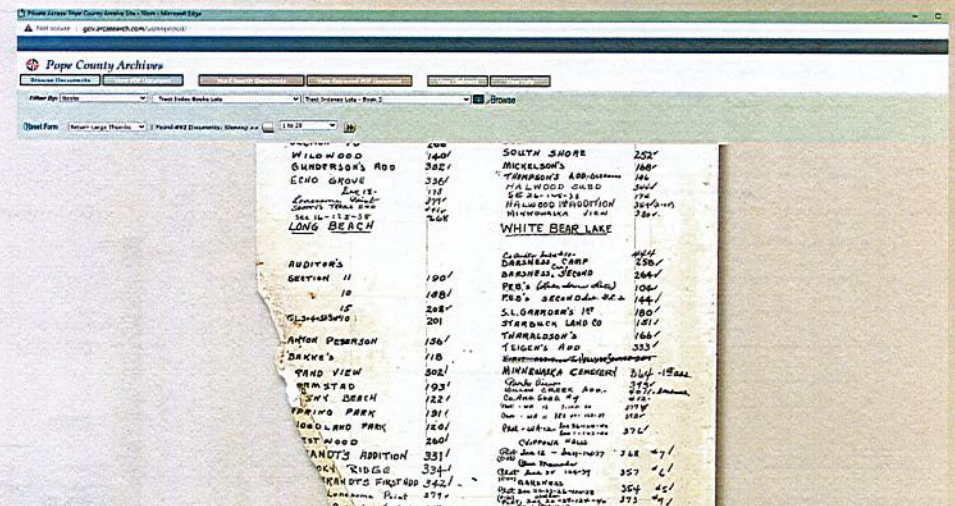
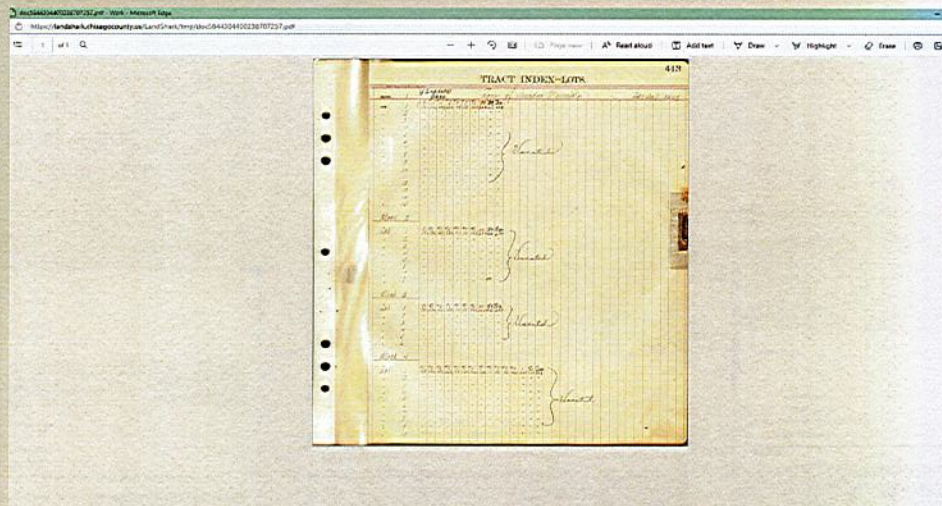
EXAMPLES OF IMAGES THAT WE CURRENTLY HAVE

"These images are quite poor in image quality and consistency. We could put a filter on them in an effort to clear them up a bit. OCR will have a very difficult time with most of it, but it will get some of the text. Attached are some random snippets. On a scale of 1-10, I'd give it a 2."

- Stan from ArcaSearch



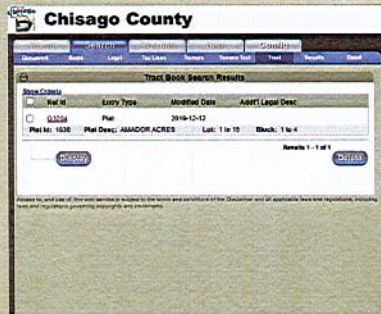
COMPARISON OF THE CURRENT TRACT IMAGES IN LANDSHARK VS ARCASEARCH



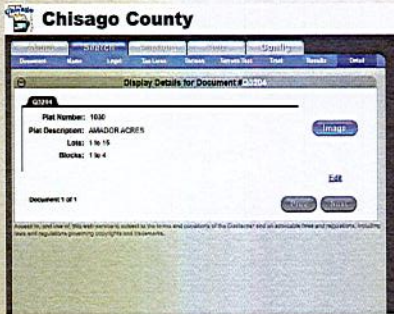
HOW TO VIEW A TRACT BOOK PAGE IN LANDSHARK VS ARCASEARCH



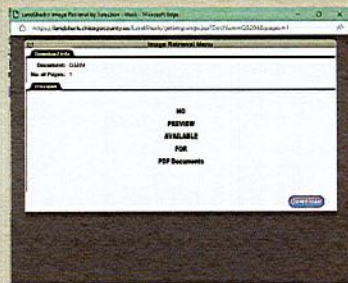
Enter the search criteria here. You must enter Lot/Block



Get results here. You will select the one you want if it shows up.



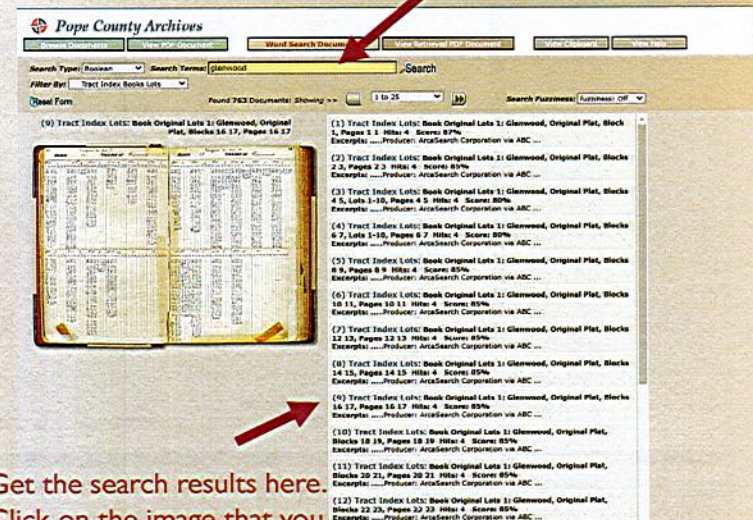
If there is an image available, you need to click on image to view it.



You need to confirm that you want to view the image, because you will be charged to view it. You will get an image like the one on the right. It may or may not be the right one, because some are incorrectly indexed.



Enter the search criteria here



Get the search results here. Click on the image that you would like to look at.

Because you pay a daily/monthly/yearly access fee, you can view as many images as you need to find the one that you are looking for.

Chisago County Recorder Recommendations for Document Preservation

		Lower Proposal	Higher Proposal
2023	Scan & Index Microfiche from 1962-1974 (Trimin) Phases 1-3 (both), Partial (Lower) <u>or</u> Full (Higher) Indexing	111,772.01	145,264.96
	Scan all Tract Books (ARCA Search) Option 1 (both)	37,253.00	37,253.00
	Create eCommerce site to search Tract Books (ARCA Search) (both)	2,495.00	2,495.00
	<i>Both proposals from US Imaging/Trimin include Phase 4. My recommendation would be to NOT do Phase 4, and instead use ARCA Search for documents prior to 1962.</i>		
	Total 2023	<u>\$111,772.01</u>	<u>\$185,012.96</u>
2024	Scan Document Books from 1852-1962 (ARCA Search) Options 2 (Lower) <u>or</u> 3 (Higher)	<u>\$86,993.00</u>	<u>\$150,781.00</u>
	Total 2023 and 2024	\$198,765.01	\$335,793.96
	Total Proposed Cost taking lower proposal in 2023 and higher proposal in 2024		<u>\$262,553.01</u>

JUSTIFICATIONS FOR PROPOSAL

- Book and microfiche quality is continually diminishing. Some of our digital copies were poorly done. Microfiche readers are becoming obsolete.
- Researchers are not able to do a full 40-year search online without having to request some documents from our office.
- Continued Revenue- The more information we put out for researchers, the less likely they are going to seek legislation requiring information be made available online at no charge. If nothing else, it helps us recoup costs now if the time comes.
- We have more than enough funds in the Technology and Compliance Fund accounts to pay for these projects.

Chisago County Request for Board Action

Meeting Date: March 15, 2023	Item Number: 16	
Title of Item for Consideration: Contract between Kantner Consulting L.L.C. and Chisago County 2023-2024		
Action Requested by: Robert Benson, Director	Department: Health & Human Services	
Previous Action on this Matter: Approval of a contract with Kantner Consulting Dated April 1, 2022 – March 31, 2023.		
Background: Reflective Practice Supervision uses peers and experienced colleagues to help review nursing practices by reflecting on an individual staff actual experience in home visiting and the supervision of home visiting. The home visiting methodology is primary to the delivery of an accredited Maternal Child Health program, which is true of the Chisago County HHS Maternal Child Health program. Reflective Practice is a required component for entities holding a Healthy Families of America accreditation. Engaging in Reflective Practice is associated with improved quality of care, stimulating personal and professional growth and closing the gap between theory and practice. Chisago County Public Health Division, Maternal Child Health program, has been accredited since July 2015. Chisago county Health and Human Services does not currently have in its staffing contingent personnel credentialed to carry out Reflective Practice supervision. Attachment(s): Contract between Kantner Consulting L.L.C. and Chisago County		
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Contract between Kantner Consulting L.L.C. and Chisago County. The suggested motion is as follows: <i>“Move to Approve the Contract between Kantner Consulting L.L.C. and Chisago County”</i>		
Implications of Action: Utilizing Reflective Practice with our Public Health Maternal Child Health professionals, supervisors and clients will increase the effectiveness of the services provided to Chisago County residents.		
Budget/Financial Implications: The budget will be fulfilled by Grant Dollars.		
Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal laws and County policies and procedures. The County Attorney has approved as to form.		
Administrator's Recommendation		
Approve	Deny _____	Other _____
Motion By:		Seconded by:
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____
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3

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
KANTNER CONSULTING L.L.C. and CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and Kantner Consulting L.L.C., 294 Dayton Avenue, Apt. 2E, St. Paul, MN 55102, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, specifically Reflective Practice Consultation to Public Health staff 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 April 1, 2023 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until March 31, 2024 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACTORS DUTIES.**
 - A. Facilitate monthly Reflective Practice group for Chisago County Maternal Child Health (MCH) Team. Group sessions will last approximately one and a half (1½) hours each month.
 - B. Provide individual Reflective Supervision monthly to Public Health Supervisor and MCH Team Lead working with the Chisago County MCH Team. Each meeting will last forty-five (45) minutes.
 - C. Consultation for the above will occur at the Chisago County Health and Human Services office at 6133 402nd St., North Branch, MN 55056.
 - D. Provide individual consultation to staff and/or families via phone or in person with Public Health Supervisor approval prior to consultation.
- III. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:
 1. Compensation of:
 - A. One hundred and Sixty dollars [\$160.00] per hour for preparation, meeting follow-up, individual and group consultation and training.
 - B. Forty dollars [\$40.00] per hour for travel time. Travel is calculated from Contractor's home or office location (whichever is shorter) to the work site and return.

- C. No mileage payment is included in this contract.
- D. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed SIX THOUSAND, FIVE HUNDRED DOLLARS [\$6,500.00] for the term of this contract.
- E. No shows and cancellations with less than 48 hours notice will be reimbursed by the County for the scheduled amount of time up to a maximum of two (2) hours. Cancellations due to severe weather and cancellations made with at least 48 hours notice will not be charged.

B. Terms of Payment.

Payment shall be made by County within 35 days of receipt of the invoice for services performed and acceptance of such services by County's authorized representative. CONTRACTOR will submit an invoice by the 10th of the month following the month in which services were provided. The total obligation under the contract will be based on dates of payment, not dates of service. Because Chisago County uses cash basis accounting, all payments must be made during the contract period. Final invoices should be sent by the 10th day of the last month of the contract/calendar year.

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.

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:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5217
E-Mail:	Robert.Benson@chisagocounty.us
Fax:	(651)213-5685

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

Name:	Linda Kantner, Kantner Consulting L.L.C.
Address:	294 Dayton Avenue, Apt. 2E, St. Paul, MN 55102
Telephone:	651-485-4071
E-Mail:	kand@comcast.net

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 violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.
- 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 provided by Certified U.S. Mail.

- VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.
- VII. **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.
- VIII. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance 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.
- IX. **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.
- X. **INSURANCE.**
 - A. *Workers' Compensation.* The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The

CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.

- B. *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.
- C. The County 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. 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.

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. **GOVERNMENT DATA PRACTICES ACT.** The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. 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.

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

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

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this

contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

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

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

- XIV. **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.
- 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. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **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.

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

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

APPROVED:

1. CONTRACTOR: Kantner Consulting L.L.C.

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: Linda Kantner
Date:

**2. COUNTY OF CHISAGO:
APPROVED**

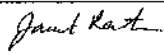
Signed:
Title: Ben Montzka, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

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

Reviewed as to Form:

Signed: 
Title: Janet Reiter, Chisago County Attorney
Date: 3/8/2023

Chisago County Request for Board Action

Meeting Date: March 15, 2023	Item Number: 17
Title of Item for Consideration: Foster Care Payments to be sent on Friday after the 3 rd Wednesday of the Month	
Action Requested by: Bob Benson, Director	Department: Health and Human Services
Previous Action on this Matter: None.	
Background: Previously Health and Human Services would have to wait for board approval to send out foster care payments, now it is requested that we get it pre-approved now so that board approval is not required.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve Health and Human services to send out Foster care payments on the Friday after the 3 rd Wednesday of the month. The following motion is suggested: <i>“Move to approve the Foster care payments from Health and Human Services for Friday after the 3rd Wednesday of each month.”</i>	
Implications of Action: Approval of this request will mean that Health and Human services will have pre-approval by the board to send out Foster care Payments and not have to wait for each board every month. Budget/Financial Implications: Monthly Cost's and purchases are already in Health and Human Services Budgets. Legal/Policy Implications: This Request is in conformity with all State Statutes and County Policies.	
Administrator's Recommendation	
Approve 	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request for Board Action

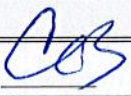
Meeting Date: March 15, 2023	Item Number: 18
Title of Item for Consideration: Opioid Settlement – Supply Chain Participants Resolution	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: None.	
Background: <i>MN Opioid Settlement Funds:</i> Minnesota joined a multi-state settlement agreement August 20, 2021, with pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen as well as opioid manufacturer Johnson & Johnson. This settlement will bring \$303 million dollars to the State of Minnesota over an 18-year period. Minnesota's Attorney General's Office announced December 6, 2021, a Memorandum of Agreement with the state's cities and counties on allocating the settlement funds: 75% to counties and cities, and 25% to the state for opioid abatement. The Minnesota Attorney General has signed on to multistate settlement agreements with several <u>opioid supply chain participants</u>, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts State-subdivision agreement basics: - Settlement dollars will continue to be split 75% to local governments and 25% to the State. Payments will be made directly to local governments. - In continuation with the previous settlements, up to 7% of the local government share will be reserved for private attorneys' fees. Attorneys will be required to seek reimbursement through the federal settlement first. Unused funds will be returned to local governments for redistribution. - Settlement funds can be used for a very broad set of activities that is based on allowable uses delineated in the settlement. - Each county will be asked to approve the national settlement agreements and the Minnesota Memorandum of Agreement via docusign. - The MOA is written to apply to all future opioid settlements so you will hopefully not need to sign future versions of the MOA. You may need to pass future resolutions to opt-in to future settlements, but we are working to minimize future paperwork. Attachments: - Resolution Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the attached Resolution authorizing staff to execute the necessary documents to ensure Chisago County participates in the multistate Opioid settlement. The suggested motion is as follows: <i>“Move to approve the attached Resolution authorizing staff to execute the necessary documents to ensure Chisago County participates in the multistate Opioid settlement.”</i>	

Implications of Action: Acceptance of these grant funds in public assistance programs

Budget/Financial Implications: The total amount Chisago County is entitled is \$432,050.56 in Opioid Settlement Funds.

Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Commissioners:
District 1
Jim Swenson
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Dan Dahlberg

Commissioner offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0315-

RESOLUTION AUTHORIZING CHISAGO COUNTY STAFF TO EXECUTE ALL NECESSARY DOCUMENTS TO ENSURE CHISAGO COUNTY PARTICIPATION IN THE MULTISTATE SETTLEMENTS RELATING TO OPIOID SUPPLY CHAIN PARTICIPANTS, AND IN THE MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against opioid supply chain participants related to the opioid crisis; and

WHEREAS, the Minnesota Attorney General has signed on to multistate settlement agreements with several opioid supply chain participants, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

WHEREAS, there is a deadline of April, 18 2023, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement, as amended (the "State-Subdivision Agreement"); and

WHEREAS, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota;

NOW, THEREFORE, BE IT RESOLVED, Chisago County supports and agrees to the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Chisago County supports and opts into all future multistate settlement agreements with opioid supply chain participants; and

BE IT FURTHER RESOLVED, Chisago County authorizes county staff to execute all necessary documents to ensure Chisago County participation in the multistate settlement agreements, including the Participation Agreement and accompanying Release, and in the State-Subdivision Agreement.

Commissioner seconded the resolution and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson

OPPOSED: None.

Approved: March 15, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST:

Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: March 15, 2023	Item Number: 19
Title of Item for Consideration: Appointments to Planning Commission – District 1	
Action Requested by: Board of Commissioners	Department: Admin./Clerk of the Board
Previous Action on this Matter: Annually, the Board of Commissioners is asked to appoint citizens to specific County Committees by reviewing citizen's application and then appointing eligible applicants to each Board/ Committee/Commission.	
Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is required to appoint a citizen to a committee. There are currently seven Boards/Committees/Commissions that require appointments/reappointments. Planning Commission – District 1: - District 1 – 3-year term 2/1/2023 – 12/31/2025 The Planning Commission shall be responsible for the following: •The Planning Commission shall work in conjunction with the Zoning Administrator and other staff in preparing and recommending to the board for adoption, comprehensive plans and recommendations for plan execution in the form of official controls and other measures, and amendments thereto. The Planning Commission shall review, hold public hearings, and make recommendations to the County Board on all applications for zoning amendments, rezonings, subdivisions, and interim or conditional use permits using the criteria in the County Ordinance. Attachments: - Citizen Application	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint/reappoint citizens to the designated open Boards/Committees/Commissioners for the identified terms. The following motion is suggested to appoint/reappoint each individual: <i>“Move to appoint _____ as the District 1 representative on the Planning Commission; effective March 15th, 2023 thru <u>December 31, 2025.</u>”</i>	
Implications of Action: If the recommended actions are undertaken, the County Board will have appointed citizens to its various Boards/Committees/Commissions for the proper durations. Budget/Financial Implications: None. Applicable per diems and mileage accounts have been established and approved as part of the 2023 Budget for the identified Boards/Committees/Commissions. Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____



2023 Citizen Committee Applications

March 15, 2023

PLANNING COMMISSION

Last Name:	James McCarthy
Address:	
City:	North Branch
State:	MN
Zip:	55056
Home Phone:	6513360628
Business Phone:	6513360628
Cell Phone:	6513360628
Fax No.:	Field not completed.
Email Address:	camcreek@gmail.com
In which Commissioner District do you reside?	District #5
If you reside in a Township, please list:	Sunrise
List experience or skills you have relating to the appointment you are seeking:	I have 15 years of experience on the Chisago Co Planning Commission and have been working on the rewrite of the new County Zoning Code for the last two years. I have served 1 term as the Chair of the Planning Commission and two terms as the Vice-Chair. Prior to serving on the Planning Commission I served two terms on the Board of Adjustment
List special or personal interests relating to the appointment you are seeking:	I have practice Civil Engineering with special emphasis on transportation planning and traffic engineering for the past forty years and bring extensive knowledge on the relationship of transportation to land use.

Why do you want this appointment?

I want to complete the zoning code, facilitate its approval by the county board, and help implement the new code effectively. I think my extensive experience will greatly enhance these activities

ADDITIONAL INFORMATION REQUIRED FOR COMMITTEE APPOINTMENT

If you are interested in appointment to the Planning Commission OR the Board of Adjustment, please complete the following information.

1. How long have you been a resident of Chisago County? 31 years

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

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

If YES, please explain your knowledge and/or experience: 15 years on Chisago Planning Commission and 6 years on Chisago Board of Adjustment

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

If YES, please tell us where you served and how long you served: Minneapolis Rezoning Commission, Sunrise Township Planning Commission

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land? No

If YES, please explain: *Field not completed.*

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

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

Yes

Chisago County Request for Board Action

Meeting Date: March 15, 2023	Item Number: 20
Title of Item for Consideration: Renew of 5-year Motorola Support for ARMER system	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: None.	
Background: This is the renewal of the support contract for the Chisago County ARMER core system. This is not for mobile or portable devices. The contract is for December 2022 through November 30th, 2027. Attachment(s): Motorola Quote	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the D.E.S. Director to issue the associated PO's and sign any needed documents to renew the existing Motorola maintenance and support contract for the Chisago County ARMER system. The following motion is suggested: <i>“Move to authorize the DES Director to issue the associated PO's and sign any needed documents to renew the existing Motorola maintenance and support contract for the Chisago County ARMER system”.</i>	
Implications of Action: This contract allows Chisago County to continue to maintain the existing Chisago County ARMER system (this is renewal is not for end user mobile or portable devices). Budget/Financial Implications: The year one impact is a cost increase of \$7,424.00, and in the 061 budget. The total cost of the 5-year support contract is \$1,353,318.40. Legal/Policy Implications: All purchasing / bid laws will be followed. This quote is using the State of Minnesota contract # 104183, release # S-914(5) (R12#USC000007373)	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1835961
Contract Number: USC000007610
Contract Modifier: R02-AUG-22 16:32:06

Date:08/02/2022

Company Name: CHISAGO COUNTY
Attn:
Billing Address: 313 N MAIN ST
City, State, Zip: CENTER CITY , MN, 55012
Customer Contact: JOHN ECKEL
Phone: 651-213-0202

Required P.O. :
PO # :
Customer # :1035764613
Bill to Tag # :
Contract Start Date :01-Dec-2022
Contract End Date :30-Nov-2027
Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$80,875.87
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$1,014,384.98
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$0.00
	SVC02SVC0126A	NICE GOLD-LITE PACKAGE	\$258,057.55
		Subtotal - Recurring Services	\$112,776.53
		Subtotal - One-Time Event Services	\$0.00
		Total	\$1,353,318.40
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Chisago County is part of the ARMER System. Special taxation terms apply. Customer receives TS, SUA, and SUS under the pricing, terms and conditions of Minnesota State Support Contract, D.O.A. Contract No. 104183 (formerly Contract No. 16494), Release No. S-914(5) (R12#USC000007373).

Year 1: \$254,903.71
Year 2: \$262,550.82
Year 3: \$270,427.35
Year 4: \$278,540.17
Year 5: \$286,896.37

CORR.



Association of
Minnesota
Counties

How AMC Works for Chisago County

How Chisago County Shaped AMC in 2022

- **Environment & Natural Resources Policy Committee:** Commissioner Chris DuBose
- **General Government Policy Committee:** Commissioner Rick Greene
- **Health & Human Services Policy Committee:** Commissioner Marlys Dunne
- **Public Safety Policy Committee:** Commissioner Ben Montzka

National Opioid Settlement

- Through AMC's leadership, local governments across Minnesota have begun to receive payments from the 2021 national opioid settlements to address the consequences of substances use disorders and implement measures to abate this public health crisis. AMC has continued to work with the Attorney General's office on new opioid settlements that will bring an additional \$235 million to Minnesota.
- AMC's persistence in negotiations with statewide partners ensured counties received the majority of settlement dollars available to Minnesota and resulted in all 87 counties agreeing to the settlement terms.
- AMC has brought on an AmeriCorps Public Health Member to assist in researching best practices in opioid remediation efforts and creating a community of learning for public health professionals around the opioid settlement.

AMC's Partnership with NACo

NACo President Denise Winfrey of Illinois appointed eight AMC members to national leadership positions. Minnesota is a 100% NACo membership state, which gives Minnesota an additional seat on the NACo Board of Directors.

- AMC worked closely with NACo to be sure counties had the information they needed to access the Local Assistance and Tribal Consistency Fund. These funds were part of the ARP and helped support counties with public lands. Chisago County will receive \$100,000 in two payments in 2022 and 2023.
- AMC endorses the NACo FSC Cashvest® by three+one, a third-party data provider founded by government bankers and public finance officials, put together for public officials by public officials. The Cashvest program helps counties to identify spending patterns so that funds can be invested to maximize investment returns. Counties can continue to invest the funds that are identified using the programs and tools they already have.
- AMC endorses ClearGov®, the leading provider of Budget Cycle Management software, focused on helping local governments streamline the annual budgeting process by improving the collection, creation, and communication of their budgets.
- NACo's High Performance Leadership Academy (HPLA) has been making existing leaders better and emerging leaders ready across Minnesota counties. HPLA is an innovative, completely online 12-week program created to equip frontline county government professionals with practical leadership skills to deliver results for counties and communities. A total of 482 AMC members have graduated from this program, and Hennepin County has enrolled more leaders in this program than any other county in the country!
- NACo FSC, in partnership with Nationwide Retirement Solutions (NRS), and state associations of counties, provides county employees with a Section 457 Deferred Compensation Program. Since its inception in 1980, NACo's Deferred Compensation Program has grown to become the largest supplemental retirement income program available to county employees. More than 400,000 county employees from more than 3,100 county agencies currently participate in the program, with accumulated assets of more than \$20 billion.



2022 Legislative Successes

- The Legislature approved related to the National Opioid Settlement that included necessary adjustments in order for Minnesota to be in alignment with the National Settlement and the terms of the Minnesota Memorandum of Agreement (MOA).
- AMC's priority around funding for broadband infrastructure was approved by the legislature including funding for the border-to-border program, a capital projects fund, mapping, and other programs that totaled \$210 million in broadband investments.
- The top priority for AMC was in the area of mental health services and infrastructure. The Legislature passed a bill that covered many areas of the mental health system including several areas that were priorities for counties.
 - The bill included increased funding for Adult Mental Health Initiatives (AMHIs), one of the most important county priorities. Funding was increased by \$10.325 million in FY25 and by \$20.65 million ongoing from the current appropriation of \$33.5 million per year.
 - Funding and program changes for competency restoration for those deemed incompetent to stand trial was included in line with task force recommendations that included significant county input.
 - The Omnibus HHS bill allowed greater mental health data sharing with first responders and law enforcement responding to a mental health crisis to better respond while also protecting privacy of those in crisis.
- The Legislature passed legislation this session extended several COVID related DHS waivers. These are for programs that offered flexibility for child-care centers, group homes, and social service operations during the pandemic.
- AMC was successful in the priority related to protecting county authority to manage solid waste according to the waste hierarchy. While the bill in this area did not pass, counties were advocating for no change and had it passed, the final version of the proposed bill was also consistent with counties' position.

Events, Education, and Research

AMC offers a variety of member events, meetings and conferences designed to help county commissioners and staff keep up-to-speed on issues, enhance their leadership skills, learn, network, and share best practices to help improve residents' lives and the efficiency of county government. 2022 was a successful year for AMC with member participation and active engagement.

- AMC and the Tribal Nations of Minnesota hosted a **Building Effective County-Tribal Relations Conference** where more than 100 Tribal and county leaders gathered for a two-day conference to develop a shared vision for County-Tribal Partnerships as well as to build relationships, trust, and mutual respect.
- AMC's **Legislative Conference**, beginning with County Day at the Capitol brought a large, united county presence to the Capitol which garnered the attention of legislators, staff, and decision-makers. AMC scheduled valuable member meetings with their legislators to discuss a wide variety of county priority issues. Conference presenters include Lt. Governor Peggy Flanagan and MMB Commissioner Jim Showalter.
- The **Spring Leadership Summit** was attended by county officials interested in taking their leadership skills to the next level. The leadership examples set by county officials and staff is critical to creating a culture that attracts, retains, and motivates today's workforce. The two-day Summit presenter discussed how attitude creates success, the factors that lead to success, and how to apply strategies for increasing communication effectiveness and success.
- In addition to developing a policy platform to guide the work of AMC's government relations team during the legislative session at AMC's **Fall Policy Conference**, attendees learned about tax assessment and how the trend of rising home values ties to property taxes and governance.
- AMC's **Annual Conference** hosted 560 attendees, 106 exhibitors, 30+ workshop presenters and other guest speakers, which made 2022's AMC Annual Conference a huge success.
- **Preferred Business Partners:** The AMC Preferred Business Partner (PBP) Program gives companies the greatest exposure to county officials and employees for their investment and brings non-dues revenue to AMC's bottom line. Our Preferred Business Partners are uniquely positioned to build and deepen relationships with county officials in all 87 Minnesota counties. There is no other program in the state that focuses on nurturing the critical and growing relationship between county government and business.
- **2022 Research Highlights:**
 - *Graduate Student Internship Program:* AMC hosted three summer graduate student interns with a focus on research. The research topics covered best practices related ditch mowing, joint powers agreements, and cyber security and the reports are available to AMC members on our website.
 - *Research and Special Projects* including county research requests and survey development consultation, Minnesota County Datapile with 200 data points for county reports and more.

INDUSTRIAL BY PRODUCTS, LLC

18382 FM Rd. Sturgeon Lake, MN 55783
612-860-8813

Date: 3-7-2023

Township: Rushseba

Dear Officials:

The Industrial By-Products LLC, following Minnesota Pollution Control guidelines, has reviewed and accepted an application to land apply wood ash and /or lime on the following site in order to raise the soil pH:

Owners Name & Address: Jay Pierson

Home Phone:

3741 421 rst Ave

Braham, Mn 55006

Cell #: 763-286-0111

Field ID:	Acres:	Township:	County:
Leroy Larson	38	Rusheba	Chisago

Based on analyses of lime from past operating reports, it is considered suitable for agricultural use if proper application rates and management practices are followed.

Complete permit applications are available for review at Industrial By Products, LLC. These permits include: complete soil tests of the field, aerial photographs of the field, NRCS soil maps indicating location and extent of soils, and road maps showing location of this site. If you have any comments or questions, please contact us at (612) 860-8813

Sincerely,

Jason Williams

Owner

IBP LLC