



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

REGULAR MEETING – Wednesday, April 5, 2023 County Board Room, Suite 160A

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

Health & Human Services Committee of the Whole:

Topics for Discussion:

1.) Directors Update

TAB 1

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

2.) Payment of County's Warrants for HHS

TAB 2

3.) SHIP 176, 177, and 178 Grant Agreements – Lakeside Elementary, TRIO Wolf and NB

TAB 3

4.) Out of State Travel Request – Monthly Client Visit to Connecticut

TAB 4

5.) State of Minnesota Joint Powers Agreement for the Farmer's Market Nutrition Program

TAB 5

6.) Personnel Requisition Child Welfare Target Case Manager (Social Worker)

TAB 6

7:00 p.m. Citizen's Forum

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

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Directors Update

TAB 1

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

TAB 2

3.) HHS Committee Recommendation – SHIP 176/177/178 Grant Agreements

TAB 3

4.) HHS Committee Recommendation – Out of State Travel – Monthly Client Visit to CT

TAB 4

5.) HHS Committee Recommendation – State of MN JPA for Farmer's Market Nutrition Prog.

TAB 5

6.) HHS Committee Recommendation – Personnel Req. – Child Welfare Target Case Manager

TAB 6

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

TAB 7

8.) Minutes from the March 15, 2023 Regular Meeting

TAB 8

9.) New Tobacco Licenses – Athens Trail Market and Emily Jo's

TAB 9

10.) Temporary Liquor License Request – Chisago County Sheriff's Foundation

TAB 10

11.) Acceptance of Donation – Planning Commission from HRA-EDA

TAB 11

12.) Classification and Appraisal of Tax Forfeited Land pursuant to MN Statute 282.01

TAB 12

13.) Application for Exempt Permit – Almelund Threshing Show

TAB 13

14.) Authorization for County Auditor-Treasurer to Proceed with Budget Adjustment Requests

TAB 14

15.) Revenue Recapture Service Level Agreement

TAB 15

6.) Public Hearing – Liquor Ordinance and Fees

TAB 16

Other County Business:

17.) 2022 Medical Examiner Report – Dr. A. Quinn Strobl, County Medical Examiner	TAB 17
18.) 2023 State of Minnesota Boat and Water Safety Grant – CCSO	TAB 18
19.) Larkin and Associates Master Client Agreement – Emergency Management COOP Plan	TAB 19
20.) Kelly Jordan “Carlson Lake Overlook” Preliminary Plat	TAB 20
21.) Fish Lake Master Plan Presentation – Chisago County Parks	TAB 21
22.) Environmental Services Parks Division 2022 Annual Report	TAB 22
23.) 2023 – 2024 Aquatic Invasive Species Treatment and Education Grants for Lake Assoc.	TAB 23
24.) 2023 AIS Control Partnership Program with LID and other Local Lake Associations	TAB 24
25.) Personnel Request for Fleet Technician	TAB 25
26.) 2023 Annual Pavement Marking Project	TAB 26
27.) 2023 Seal Coat Project	TAB 27
28.) County Road 70 Reconditioning Project	TAB 28
29.) CSAH 40 Reconstruction Project	TAB 29
30.) 2023 Construction Testing Services Contract – Braun Intertec	TAB 30
31.) Right-of-way Plat Number 115	TAB 31
32.) Appointments to Policy Committee (1W1P) – Alternate	TAB 32
33.) ARMER and E911 Upgrades	TAB 33

Discussion Items:

- Administrator Updates
- Correspondence
- Commissioner Committee Reports

CORR.

Adjourn Meeting of the Board of Commissioners



Chisago County Board of Commissioners
April 5, 2023
Board Meeting Agenda



CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 N Main St. Room 230
Center City, MN 55012

TAB #1

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

Memo To: Chisago County Commissioners

From: Robert Benson, Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: March 29, 2023

I. Department Updates/Highlights:

The Federal Public Health Emergency is scheduled to end May 11, 2023. Health and Human Services staff are preparing for the changes that will bring. Tele-health visits will no longer be authorized for most of our services and in person visits will be required. We have already been moving to this for most programs, so the impact should be minimal. Everyone receiving public assistance or health insurance will have to begin to recertify. All recertifications were put on hold during the health emergency, so this change will result in a significant increase in work for both our staff and the individual community members involved. DHS has been conducting a media blitz to make people aware of the upcoming changes and provide them with the information that they need to prepare for the changes. Additionally, all spenddowns and deductibles will resume for participants. Much of the impact on our staff will be determined by how much individuals have prepared for the recertification process. DHS has not yet issued a lot of guidance for counties at this time. The increased work during this time may result in some necessary overtime for some staff and potential frustration for some of our constituents. For SNAP applications and renewals, verbal signatures will continue to be allowed and accepted through June 30, 2023.

The launch of the MnCHOICES revision project has been delayed until approximately April 10, 2023. The delay is to allow DHS and its vendor, FEI Systems, to fix a critical issue before going live. DHS has also updated the phased launch plan that was previously announced. DHS will announce a new date for county access as soon as possible. We are continuing to have a waiting list for MnCHOICES Assessments here in the County. Currently we have about 50 individuals on the list waiting for an assessment.

We are closely watching the activity in the state legislature. While there are many bills being proposed and passed so far this year, it is not yet clear what the impact on Health and Human Services will be. There is a potential for increased funding in some areas while at the

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same time there are indications that there could be some cost shifts to counties in other areas. Much of the focus of the legislature in the human services area has revolved around homelessness, foster care, childcare, and behavioral health. The legislative committee deadline for voting on these bills is April 4th. This will determine what moves forward to the Senate Finance Committee and House Ways and Means Committee. We will continue to closely monitor the bills moving forward and their impact on our services and funding.

Public Health is continuing their work on the Opioid Settlement plans for the county. They are working to establishing a committee of community members and partners to make recommendations regarding potential options for addressing opioid use in Chisago County. We have also recently completed our first round of reporting on the Opioid Use Settlement funds to the Minnesota Department of Human Services.

II. Financial Notes:

The Health and Human Services Fiscal Division was again commended by DHS for their work in meeting the financial reporting requirements for calendar year 2022. (see attached letter from DHS Commissioner Jodi Harpstead). These are the routine reports that we must generate regularly and are in addition to our grant reporting requirements, the local collaborative reporting, and collections reporting.

The Department of Revenue staff person completing the audit of our Revenue Recapture Program has been out, so we are still waiting the results of that audit.

III. Staffing Updates:

We have had a number of staff changes in Health and Human Services over the first quarter of 2023. We have a new Supervisor and new Team Lead in our Aging and Disabilities Division as well as two new social workers there. The Supervisor and Team Lead positions were both filled with internal promotions, thus creating other openings. We also have a new social worker and a new Case Aide in our Children's Services unit, where we have also had an emergency temporary hire to help while two child protection social workers are out on leave. We also have a new Community Health Specialist in Public Health due to an internal promotion.

We also have some staff openings. We are currently interviewing for a new Financial Assistance Supervisor and two child protection social workers. Public Health is advertising and interviewing for one Maternal Child Nurse, a Disease Prevention and Control Coordinator, and the Community Health Services Lead, which is a time limited contracted position. We also have new postings for a MnCHOICES Assessor and a Collections Officer in our Fiscal Department. Applications have been coming in and it appears that our pool of candidates is getting larger and more experienced.

IV. Review Requests for Board Action:



Minnesota Department of Human Services
Elmer L. Andersen Building
Commissioner Jodi Harpstead
Post Office Box 64998
St. Paul, Minnesota 55164-0998

March 21, 2023

Mr. Ben Montzka
Chair, Chisago County Board of Commissioners
313 N. Main St.
Center City, MN 55012

Re: Calendar year 2022 financial reporting

Dear Commissioner Montzka:

It is my pleasure to commend you and your staff for perfect performance in meeting the Department of Human Services (DHS) financial reporting requirements for calendar year 2022. All key quarterly fiscal reports for programs your county participates in were submitted to our Financial Operations Division on or before the report deadlines in perfect order. This effort required submission of 32 major reports covering the four calendar quarters of 2022. These reports are:

Local Collaborative Time Study (LCTS)*	Income Maintenance Expense
MFIP Consolidated Fund	Social Service Fund
Client Statistics	Title IV-E
SEAGR	BRASS-Based Grant Fiscal Report

*If your county participates in a "local collaborative", submission of this report may require the collection of multiple local partner reports for consolidated submission to DHS.

I know this accomplishment requires planning, an efficient operation, and teamwork within your county Human Service Department. The result is timely revenue for your county and compliance with federal reporting for us at the State. Please congratulate your management and staff on this superb effort.

Sincerely,

/s/
Jodi Harpstead
Commissioner

Cc: Robert Benson, Chisago County Director



CHISAGO COUNTY
BOARD OF COMMISSIONERS

April 5, 2023

TAB # 2

Payment of County's Warrants for HHS

Authorize Payment of County's Warrants for HHS:

<u>Check Date</u>	<u>Amount</u>	<u>Board Date</u>	<u>Type of Check/Payments</u>
4/7/2023	\$ 43,860.88	4/5/2023	Commissioners Warrants
3/10/2023	\$ 560.00		Auditors Warrants
3/17/2023	\$193,535.77		Auditors Warrants
3/24/2023	\$ 1,269.00		Auditors Warrants
	\$239,225.65	Total	

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

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3/29/2023

7:10:14AM

*** **Chisago County** ***

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES



Page 1

Print List in Order By: 1
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

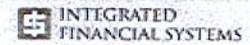
Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

*** Chisago County ***



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3/29/2023 7:10:14AM
5 Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
10292	AMAZON CAPITAL SERVICES						
4	05-420-600-0000-6401		3.72	Supplies	1169-QMY9-CD4G	General Supplies	N
				03/15/2023 03/15/2023			
4	05-430-700-0000-6401		7.67	Supplies	1169-QMY9-CD4G	General Supplies	N
				03/15/2023 03/15/2023			
4	05-451-430-0000-6401		10.51	Supplies	1169-QMY9-CD4G	General Supplies	N
				03/15/2023 03/15/2023			
6	05-451-470-0000-6435		31.99	FHV PH Supplies	1DVK-9WGL-3VVD	Public Health Supplies	N
				03/20/2023 03/20/2023			
3	05-420-640-0000-6401		27.90	Supplies	1FXT-VPW9-97CL	Iv-D General Supplies	N
				03/10/2023 03/10/2023			
5	05-420-640-0000-6401		88.34	Supplies	1HJC-7LW4-1PCK	Iv-D General Supplies	N
				03/20/2023 03/20/2023			
1	05-451-470-0000-6435		40.49	Supplies	1QYL-RJ6C-979D	Public Health Supplies	N
				03/10/2023 03/10/2023			
2	05-451-470-0000-6844		109.99	Supplies	1QYL-RJ6C-979D	MECSH Grant Exp	N
				03/10/2023 03/10/2023			
10292	AMAZON CAPITAL SERVICES		320.61	8 Transactions			
655	BLUE EARTH COUNTY SHERIFF						
7	05-420-640-0000-6267		65.00		2023-370	Other Co Sheriff Sop	N
				03/02/2023 03/02/2023			
655	BLUE EARTH COUNTY SHERIFF		65.00	1 Transactions			
1198	BOOKER/KIMBERLY						
8	05-430-700-0128-6335		20.00	Travel Expense-Parking		Child Prot Staff Travel	N
				03/15/2023 03/16/2023			
9	05-430-700-0128-6335		397.98	Travel Expense-Mileage		Child Prot Staff Travel	N
				02/24/2023 03/16/2023			
1198	BOOKER/KIMBERLY		417.98	2 Transactions			
1054	CHISAGO COUNTY SHERIFF DEPT						
46	05-420-640-0000-6385		60.00		23-616	Cc Sheriff Sop & Bailiff	N
				03/20/2023 03/20/2023			
1054	CHISAGO COUNTY SHERIFF DEPT		60.00	1 Transactions			
30177	CINTAS CORPORATION						
10	05-420-600-0000-6241		6.19	Weekly Rug Service	4149199013	General Administration	N
				03/13/2023 03/13/2023			
10	05-430-700-0000-6241		12.38	Weekly Rug Service	4149199013	General Administration	N

*** Chisago County ***



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5 Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
10	05-451-430-0000-6800		14.01	03/13/2023 03/13/2023 Weekly Rug Service	4149199013	Other Expense	N
11	05-420-600-0000-6241		6.19	03/13/2023 03/13/2023 Weekly Rug Service	4149848866	General Administration	N
11	05-430-700-0000-6241		12.38	03/20/2023 03/20/2023 Weekly Rug Service	4149848866	General Administration	N
11	05-451-430-0000-6800		14.01	03/20/2023 03/20/2023 Weekly Rug Service	4149848866	Other Expense	N
30177	CINTAS CORPORATION		65.16	03/20/2023 03/20/2023 6 Transactions			
47	1207 CUMMINGS/KRISTA 05-430-700-0134-6335		26.02	01/26/2023 03/08/2023 Travel Expense-Mileage		DD Worker Travel	N
49	05-430-700-0134-6335		2.10	03/15/2023 03/15/2023 Travel Expense-Parking		DD Worker Travel	N
50	05-430-700-0137-6335		4.90	03/15/2023 03/15/2023 Travel Expense-Parking		Adult Services Travel	N
48	05-430-700-0137-6335		60.72	01/26/2023 03/08/2023 Travel Expense-Mileage		Adult Services Travel	N
1207	CUMMINGS/KRISTA		93.74	4 Transactions			
51	1268 DANNER/RIKEE 05-430-700-0134-6335		132.86	02/06/2023 03/27/2023 Travel Expense-Mileage		DD Worker Travel	N
52	05-430-700-0134-6335		9.00	03/15/2023 03/15/2023 Travel Expense-Parking		DD Worker Travel	N
1268	DANNER/RIKEE		141.86	2 Transactions			
12	40105 DATABANK IMX LLC 05-420-600-0000-6402		11,595.77	03/09/2023 03/09/2023 Northwoods Project Consulting	MO45001418	Computer Software	Y
40105	DATABANK IMX LLC		11,595.77	1 Transactions			
13	9097 Debel/Jessica 05-430-700-0134-6335		10.19	02/13/2023 02/21/2023 Travel Expense-Mileage		DD Worker Travel	N
14	05-430-700-0137-6335		23.76	02/13/2023 02/21/2023 Travel Expense-Mileage		Adult Services Travel	N

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5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
9097	Debel/Jessica		33.95	2 Transactions		
15	5160 DHS MAPS 05-430-700-0000-6260		6,598.91	SSIS Fiscal Support 03/14/2023 03/14/2023 1 Transactions	736517 Computer Support	N
	5160 DHS MAPS		6,598.91			
16	1926 DNA DIAGNOSIS CENTER 05-420-640-0000-6264		141.00	Genetic Testing 03/01/2023 03/01/2023 1 Transactions	11153422023 Paternity Costs	N
	1926 DNA DIAGNOSIS CENTER		141.00			
53	3016 GIESCHEN/MOLLY 05-430-700-0137-6335		5.00	Travel Expense-Parking 03/16/2023 03/16/2023 1 Transactions	Adult Services Travel	N
	3016 GIESCHEN/MOLLY		5.00			
17	9041 Hannan/Joy 05-451-470-0000-6335		99.71	Travel Expense-Mileage 02/01/2023 02/27/2023	Worker Travel	N
18	05-451-470-0000-6844		124.90	Travel Expense-Mileage 02/01/2023 02/27/2023 2 Transactions	MECSH Grant Exp	N
	9041 Hannan/Joy		224.61			
19	2373 HEART & SOUL 05-451-430-0000-6245		70.00	BLS Provider Renewal 03/09/2023 03/09/2023 1 Transactions	12423 Conferences, Training And Dues	Y
	2373 HEART & SOUL		70.00			
20	5978 HENNEPIN COUNTY 05-420-650-0000-6005		384.63	Medical Transportation Adm 03/01/2023 03/01/2023	203294 Ma Transportation	N
23	05-420-650-0000-6005		158.38	Medical Transportation Adm 03/01/2023 03/01/2023	203295 Ma Transportation	N
21	05-420-650-0000-6005		570.15	Medical Transportation Adm 03/01/2023 03/01/2023	203296 Ma Transportation	N
22	05-420-650-0000-6005		27.15	Medical Transportation Adm 03/01/2023 03/01/2023 4 Transactions	203299 Ma Transportation	N
	5978 HENNEPIN COUNTY		1,140.31			

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5 Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	No.	Account/Formula	Accr	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
									Paid On Bhf #	On Behalf of Name	
24	3557	ISANTI COUNTY SHERIFFS DEPT		05-420-640-0000-6267		70.00		03/06/2023	15869	Other Co Sheriff Sop	N
								03/06/2023			
	3557	ISANTI COUNTY SHERIFFS DEPT				70.00		1 Transactions			
25	3865	JOHNSON/CHRISTINE		05-430-700-0000-6241		10.73	Client Meal Reimbursement	02/28/2023		General Administration	N
								02/28/2023			
	3865	JOHNSON/CHRISTINE				10.73		1 Transactions			
54	4357	KANTNER CONSULTING LLC		05-451-470-0000-6844		560.00	PH Reflective Practice	03/01/2023	March 2023	MECSH Grant Exp	Y
								03/01/2023			
	4357	KANTNER CONSULTING LLC				560.00		1 Transactions			
26	4155	KNUTSON/ALICIA		05-430-700-0127-6335		370.34	Travel Expense-Mileage	01/13/2023		Mh Travel	N
								03/08/2023			
	4155	KNUTSON/ALICIA				370.34		1 Transactions			
27	9014	Ladroma/Ashley		05-451-440-0000-6335		91.35	Travel Expense-Mileage	02/27/2023		Mileage/Travel	N
								03/11/2023			
	9014	Ladroma/Ashley				91.35		1 Transactions			
55	6655	LINDELL/CRAIG		05-430-700-0128-6335		388.49	Travel Expense-Mileage	01/27/2023		Child Prot Staff Travel	N
								03/15/2023			
	6655	LINDELL/CRAIG				388.49		1 Transactions			
69	4969	MARKETING SYSTEMS GROUP		05-451-430-0000-6273		531.50	Community Health Survey	08/09/2022	157281	Contract Services	N
								08/09/2022			
	4969	MARKETING SYSTEMS GROUP				531.50		1 Transactions			
28	4984	MATTSON FUNERAL HOME		05-420-622-0000-6006		1,500.00		02/28/2023		Burials General Relief	N
								02/28/2023			
	4984	MATTSON FUNERAL HOME				1,500.00		1 Transactions			

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3/29/2023 7:10:14AM
5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 6

Vendor	Name	Rpt	No.	Account/Formula	Accr	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
									Paid On Bhf #	On Behalf of Name	
56	5070			METRO LEGAL SERVICES INC		121.00			3426266	Proff Process Servers	N
				05-420-640-0000-6269							
	5070			METRO LEGAL SERVICES INC		121.00		03/22/2023 03/22/2023			
								1 Transactions			
29	5746			NORTHWOODS CONSULTING PARTNERS, I		17,503.00	Northwoods Annual Support		102448	Computer Software	N
				05-420-600-0000-6402							
	5746			NORTHWOODS CONSULTING PARTNERS, I		17,503.00		05/01/2023 05/01/2023			
								1 Transactions			
30	5813			OLMSTED CO SHERIFFS OFFICE		100.00			1437159601	Other Co Sheriff Sop	N
				05-420-640-0000-6267							
	5813			OLMSTED CO SHERIFFS OFFICE		100.00		03/06/2023 03/06/2023			
								1 Transactions			
57	6059			PALMER/RYAN		262.50	Travel Expense-Mileage			Financial Travel	N
				05-420-600-0121-6335							
	6059			PALMER/RYAN		262.50		02/03/2023 03/24/2023			
								1 Transactions			
58	8302			PEROWITZ/BREANNA		160.95	Travel Expense-Mileage			Child Prot Staff Travel	N
				05-430-700-0128-6335							
	8302			PEROWITZ/BREANNA		160.95		01/25/2023 03/24/2023			
								1 Transactions			
31	16034			PINE COUNTY SHERIFF'S OFFICE		60.00			202300432	Other Co Sheriff Sop	N
				05-420-640-0000-6267							
	16034			PINE COUNTY SHERIFF'S OFFICE		60.00		03/15/2023 03/15/2023			
								1 Transactions			
32	6838			RAMSEY COUNTY SHERIFF		90.00			202302483	Other Co Sheriff Sop	N
				05-420-640-0000-6267							
	6838			RAMSEY COUNTY SHERIFF		90.00		02/27/2023 02/27/2023			
								1 Transactions			
33	5138			REEVERTS/LANAY A		95.72	Travel Expense-Mileage			Cd & Lic Travel	N
				05-430-700-0129-6335							
	5138			REEVERTS/LANAY A		95.72		01/18/2023 02/28/2023			
								1 Transactions			

*** Chisago County ***



LSaumer
3/29/2023 7:10:14AM
5 Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
60	8359 RIVARD/ASHLEY 05-430-700-0000-6241		10.70 Client Meal Reimbursement 03/13/2023 03/22/2023		General Administration	N
59	05-430-700-0128-6335		6.00 Travel Expense-Parking 03/22/2023 03/22/2023		Child Prot Staff Travel	N
	8359 RIVARD/ASHLEY		16.70 2 Transactions			
34	3350 SCHNEIDER/RUSHESS 05-451-470-0000-6335		21.00 Travel Expense-Mileage 02/01/2023 02/22/2023		Worker Travel	N
35	05-451-470-0000-6844		18.20 Travel Expense-Mileage 02/01/2023 02/22/2023		MECSH Grant Exp	N
	3350 SCHNEIDER/RUSHESS		39.20 2 Transactions			
63	7355 SCHOPPER/MICHELLE 05-420-600-0000-6561		13.97 Windshield Wipers Car 456 03/15/2023 03/16/2023		Gas And Oil	N
64	05-430-700-0000-6561		22.54 Windshield Wipers Car 456 03/15/2023 03/16/2023		Gas And Oil	N
61	05-430-700-0134-6335		2.10 Travel Expense-Parking 03/15/2023 03/16/2023		DD Worker Travel	N
62	05-430-700-0137-6335		4.90 Travel Expense-Parking 03/15/2023 03/16/2023		Adult Services Travel	N
65	05-451-430-0000-6561		8.57 Windshield Wipers Car 456 03/15/2023 03/16/2023		Gas And Oil	N
	7355 SCHOPPER/MICHELLE		52.08 5 Transactions			
36	9119 Snell/Frannie 05-420-600-0000-6561		33.30 County Car Detail 03/14/2023 03/16/2023		Gas And Oil	N
37	05-430-700-0000-6561		53.71 County Car Detail 03/14/2023 03/16/2023		Gas And Oil	N
38	05-451-430-0000-6561		20.41 County Car Detail 03/14/2023 03/16/2023		Gas And Oil	N
	9119 Snell/Frannie		107.42 3 Transactions			
39	7938 STATE OF WISCONSIN VITAL RECORDS 05-420-640-0000-6241		20.00 Paternity Acknowledgement 03/15/2023 03/15/2023		Iv-D General Administration	N

*** Chisago County ***



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3/29/2023 7:10:14AM
5 Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 8

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
7938	STATE OF WISCONSIN VITAL RECORDS		20.00		1 Transactions		
40	7930 STRAND/TERESA						
	05-430-700-0127-6335		150.84	Travel Expense-Mileage		Mh Travel	N
				02/08/2023 02/15/2023			
	7930 STRAND/TERESA		150.84	1 Transactions			
41	7505 STRUCK/TRENT						
	05-430-700-0134-6335		36.06	Travel Expense-Mileage		DD Worker Travel	N
				01/24/2023 03/09/2023			
42	05-430-700-0137-6335		84.13	Travel Expense-Mileage		Adult Services Travel	N
				01/24/2023 03/09/2023			
	7505 STRUCK/TRENT		120.19	2 Transactions			
43	8412 THRON/KATE						
	05-430-700-0127-6335		59.45	Travel Expense-Mileage		Mh Travel	N
				02/02/2023 02/27/2023			
	8412 THRON/KATE		59.45	1 Transactions			
66	8486 VAN DEN HEUVEL/STACY						
	05-430-700-0127-6335		30.00	Travel Expense-Parking		Mh Travel	N
				03/15/2023 03/17/2023			
	8486 VAN DEN HEUVEL/STACY		30.00	1 Transactions			
44	8708 WELTY/MARY						
	05-430-700-0128-6240		69.00	Conference Registration		Child Prot Staff Trng	N
				03/15/2023 03/15/2023			
	8708 WELTY/MARY		69.00	1 Transactions			
67	8544 WREN/HEATHER						
	05-430-700-0137-6335		202.40	Travel Expense-Mileage		Adult Services Travel	N
				03/15/2023 03/17/2023			
68	05-430-700-0137-6335		15.00	Travel Expense-Parking		Adult Services Travel	N
				03/15/2023 03/17/2023			
	8544 WREN/HEATHER		217.40	2 Transactions			
45	9885 ZIEGLER/SAMANTHA						
	05-430-700-0127-6335		89.12	Travel Expense-Mileage		Mh Travel	N
				02/06/2023 02/28/2023			

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3/29/2023 7:10:14AM
5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 9

Vendor Name	Accr	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No. Account/Formula			Service Dates	Paid On Bhf #	On Behalf of Name	
9885 ZIEGLER/SAMANTHA			89.12	1 Transactions		
5 Fund Total:			43,860.88	Health And Human Services	43 Vendors	75 Transactions
Final Total:			43,860.88	43 Vendors	75 Transactions	

LSaumer
3/29/2023

7:10:14AM

*** **Chisago County** ***

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES



Page 10

Recap by Fund

<u>Fund</u>	<u>Amount</u>	<u>Name</u>
5	43,860.88	Health And Human Services
All Funds	43,860.88	Total

Approved by,

.....
.....
.....

Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 3
Title of Item for Consideration: SHIP 176, 177, and 178 Grant Agreements – Lakeside Elementary, TRIO Wolf and City of North Branch	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): - SHIP Grant Agreement – Lakeside Elementary - SHIP Grant Agreement – TRIO Wolf - SHIP Grant Agreement – City of North Branch	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreements for Lakeside Elementary, TRIO Wolf, and City of North Branch. The following motion is suggested: <i>“Move to approve the SHIP Grant Agreements for Lakeside Elementary, TRIO Wolf and City of North Branch.”</i>	
Implications of Action: Approval of this SHIP grant agreement with Lakeside Elementary will allow Lakeside to purchase tools and equipment from MoveMindfully to provide training on stress management strategies, self-regulation, classes and demos are to be provided so that students and teachers will be able to teach and learn to support the mental needs of both staff and students. Approval of this SHIP grant agreement will allow Staff at TRIO Wolf to get certified in research-based Trauma, this will help the students that have trauma heal properly and help them in their education and future employment. Approval of this SHIP grant agreement will allow the City of North Branch to purchase Rectangular Rapid Flashing Beacon (RRFB), adding this RRFB will make the intersection of Grand AVE and 381st ST safer, and more appealing for pedestrian and bicycling options. Budget/Financial Implications: The Lakeside Elementary grant budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$4,375.00. The TRIO Wolf budget will be fulfilled by State grant funding, from the Statewide Health	

Improvement Funds (SHIP) in the amount of \$1,880.00.

The City of North Branch grant will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$10,631.56.

Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Lakeside Elementary, 29678 Karmel AVE, Lindstrom, MN 55045 ("Grantee").

Recitals

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

WHEREAS, Lakeside Elementary applied to County for a SHIP Grant in order to purchase tools and equipment from MoveMindfully to provide training on stress management strategies, self-regulation, classes and demos are to be provided so that students and teachers will be able to teach and learn to support the mental needs of both staff and students; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Four Thousand Three Hundred Seventy-Five Dollars (\$4,375.00)**; and

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

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

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** April 5, 2023 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

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

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

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

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

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

and the Grantee's Authorized Representative is:

Name: Sara Johnson
Address: 29678 Karmel AVE, Lindstrom, MN 55045
Phone: 651-213-2334
Email: smjohnson@isd2144.org

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

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

5.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.

5.2. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.3. **Agreement Complete.** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Four Thousand Three Hundred Seventy-Five Dollars (\$4,375.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. USE OF GRANT FUNDS

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

10. COMPLIANCE WITH THE LAW

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

11. REPORTING REQUIREMENTS

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

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

The County shall not consider a request to treat data as not subject to disclosure under the law unless it is made in accordance with the above two requirements. If a request is made in accordance with the above requirements, the County shall promptly determine whether the

information qualifies for nonpublic or private data treatment. If the County determines that the information may be treated as nonpublic or private data, the County shall use its best efforts to treat the information accordingly.

12. AMENDMENTS

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

13. FAILURE TO COMPLY

13.1. ***Suspension or Termination.*** Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.

13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.

13.3. ***Notice of Default.*** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

13.4. ***Response to Notice of Default.*** The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. TERMINATION

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

15. WORKERS' COMPENSATION

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of

these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County's obligation or responsibility.

16. PUBLICITY AND ENDORSEMENT

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

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

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

18. LIABILITY

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

19. INSURANCE

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

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

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

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

to release the data referred to in this Part, the Grantee must immediately notify the County. The County will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

20.2. Intellectual Property.

20.2.1. Grantee shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

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

21. ANTITRUST

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

22. JURISDICTION AND VENUE

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

23. STATE AUDITS

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

24. SUBCONTRACTING

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Sara Johnson, School Principal
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

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

AS TO FORM:

By: 
Title: Janet Reiter, Chisago County Attorney
Date: 3/28/2023

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and TRIO Wolf Creek Charter School #4095, 29678 Karmel Ave, Chisago City, MN 55013 ("Grantee").

Recitals

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

WHEREAS, TRIO Wolf applied to County for a SHIP Grant in order to purchase tools to get certified in research based Trauma, and learn about the steps that need to be taken in order to help the students heal from their trauma's that are happening in their lives now, TRIO wolf is a safe place, and a place to heal, with the staff getting certified it will help the students heal and will also help students in their education and future employment; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **One Thousand Eight Hundred Eighty Dollars (\$1,880.00)**; and

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

NOW THEREFORE, the County and Trio Wolf enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** April 5, 2023 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

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

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

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

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

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

and the Grantee's Authorized Representative is:

Name: Tracy Quarnstrom
Address: 29678 Karmel AVE, Chisago City, MN 55013
Phone: 651-213-2017
Email: tquarnstrom@wolfcreekhs.org

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

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

5.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.

5.2. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.3. **Agreement Complete.** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **One Thousand Eight Hundred Eighty Dollars (\$1,880.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. USE OF GRANT FUNDS

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

10. COMPLIANCE WITH THE LAW

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

11. REPORTING REQUIREMENTS

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

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

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

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

12. AMENDMENTS

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

13. FAILURE TO COMPLY

13.1. ***Suspension or Termination.*** Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.

13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.

13.3. ***Notice of Default.*** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.

13.4. ***Response to Notice of Default.*** The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. TERMINATION

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

15. WORKERS' COMPENSATION

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

16. PUBLICITY AND ENDORSEMENT

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

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

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

18. LIABILITY

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

19. INSURANCE

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

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

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

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

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

20.2. Intellectual Property.

20.2.1. Grantee shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

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

21. ANTITRUST

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

22. JURISDICTION AND VENUE

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

23. STATE AUDITS

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

24. SUBCONTRACTING

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Tracy Quarnstrom, Director
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

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

AS TO FORM:

By: 
Title: Janet Reiter, Chisago County Attorney
Date: 03/28/2023

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

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and City of North Branch, PO BOX 910 – 6408 ELM ST, North Branch, MN 55056 ("Grantee").

Recitals

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

WHEREAS, The City of North Branch applied to County for a SHIP Grant in order to purchase and install a Rectangular Rapid Flashing Beacon (RRFB), adding this RRFB will make the intersection of Grand AVE and 381st ST safer, and more appealing for pedestrian and bicycling options; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Ten Thousand Six Hundred Thirty - One Dollars and Fifty-six cents (\$10,631.56)**; and

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

NOW THEREFORE, the County and City of North Branch enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** April 5, 2023 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

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

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

and the Grantee's Authorized Representative is:

Name: Nate Sondrol
Address: PO BOX 910 – 6408 Elm ST, North Branch, MN 55056
Phone: 651-277-5226
Email: nathans@ci.north-branch.mn.us

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

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

5.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.

5.2. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.3. **Agreement Complete.** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**

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

7. **AUTHORITY TO CONTRACT**

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

8. **PROJECT FUNDING AND DISBURSEMENTS**

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Ten Thousand Six Hundred Thirty-One Dollars and Fifty-Six Cents (\$10,631.56)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

11. **REPORTING REQUIREMENTS**

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

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

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

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

12. AMENDMENTS

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

13. FAILURE TO COMPLY

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

14. TERMINATION

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

15. WORKERS' COMPENSATION

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

16. PUBLICITY AND ENDORSEMENT

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

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

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

18. LIABILITY

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

19. INSURANCE

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

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

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

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

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

20.2. Intellectual Property.

20.2.1. Grantee shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

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

21. ANTITRUST

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

22. JURISDICTION AND VENUE

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

23. STATE AUDITS

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

24. SUBCONTRACTING

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Nate Sondrol, GIS Parks Director
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

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

AS TO FORM:

By: 
Title: Janet Reiter, Chisago County Attorney
Date: 03/28/2023

Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 4
Title of Item for Consideration: Out of State Travel Request – Monthly Client Visit to Connecticut	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Prior approved travel requests to see clients in residential placements.	
Background: Chisago County has custody of a client that will need to be visited at a specialized residential treatment center in Connecticut. Health & Human Services is requesting approval of \$3,240.00 in travel expenses for Kim Booker (SW Child Services/ Child Protection), Kim Booker will visit the client from April 30, 2023 – May 1 st , 2023, June 30, 2023 – July 1 st , 2023, August 31, 2023 – September 1, 2023. These dates allow the Social worker to visit the client.	
Attachment(s): Out of State Travel to CT request form – Kim Booker	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility there. The suggested motion is as follows:	
<i>“Move to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility.”</i>	
Implications of Action: By visiting this client, we are fulfilling our mandated obligation of ensuring safety and well-being for clients who are receiving Child protective services.	
Budget/Financial Implications: The out of state travel will be paid with Budgeted Levy Dollars	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted 3/16/2023
Employee Name Kim Booker/or other assigned Children Services CM
Department Health and Human Services

Destination Connecticut

Purpose of Travel Monthly contact for child in the custody of Chisago County placed in Residential Treatment Center

Departure Date 30-Apr-23
Return Date May 1,2023

Total Travel Expenses
Supervisor Name (PRINT)

Christine A. Johnson

Supervisor's Signature

Christine Johnson

Date Approved 3/16/2023

County Board Signature

Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW			\$600.00
Ground Transportation	Car rental/ parking		1	\$150.00
Conference/Registration Fees			1	\$0.00
Lodging			1	\$180.00
Meals			1	\$100.00
Mileage			1	\$50.00
Grand Total				<u>\$1,080.00</u>

Chisago County Out-of-State Travel Request

Date Submitted 3/16/2023
Employee Name Kim Booker/or other assigned Children Services CM
Department Health and Human Services

Destination Connecticut

Purpose of Travel Monthly contact for child in the custody of Chisago County placed in Residential Treatment Center

Departure Date

Return Date

~~July~~ June 30, 2023 June 30
~~August 1, 2023~~ July 1st, 2023

Total Travel Expenses

Supervisor Name (PRINT)

Christine A. Johnson

Supervisor's Signature

Christie Johnson

Date Approved

3/16/2023

County Board Signature

Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW			\$600.00
Ground Transportation	Car rental/ parking		1	\$150.00
Conference/Registration Fees			1	\$0.00
Lodging			1	\$180.00
Meals			1	\$100.00
Mileage			1	\$50.00
		Grand Total		<u>\$1,080.00</u>

Chisago County Out-of-State Travel Request

Date Submitted 3/16/2023
Employee Name Kim Booker/or other assigned Children Services CM
Department Health and Human Services

Destination Connecticut

Purpose of Travel Monthly contact for child in the custody of Chisago County placed in Residential Treatment Center

Departure Date August 31, 2023

Return Date 1-Sep-23

Total Travel Expenses

Supervisor Name (PRINT) Christine A. Johnson

Supervisor's Signature

Christine Johnson

Date Approved

3/16/2023

County Board Signature

Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW			\$600.00
Ground Transportation	Car rental/ parking		1	\$150.00
Conference/Registration Fees			1	\$0.00
Lodging			1	\$180.00
Meals			1	\$100.00
Mileage			1	\$50.00
		Grand Total		<u>\$1,080.00</u>

Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 5	
Title of Item for Consideration: State of Minnesota Joint Powers Agreement for the Farmer's Market Nutrition Program		
Action Requested by: Robert Benson, Director	Department: Health & Human Services	
Previous Action on this Matter: Approval of a Joint Powers Agreement for the Farmers' Market Nutrition Program dated June 1, 2022 through December 31, 2022.		
Background: The State of Minnesota Department of Agriculture distributes vouchers to families through the area Women Infants and Children (WIC) programs. These vouchers are applied to purchases of fresh vegetables at local Farmer's Markets. Households with a WIC recipient older than four months receive one sheet of five vouchers per summer. WIC enrolled families also receive nutrition education focusing on fresh vegetables available from the Farmer's Markets. In support of the ongoing effort of the Chisago County Health and Human Services Department to assist Chisago County residents in their ability to benefit from fresh local food, outreach was made with the State of Minnesota Department of Agriculture for accessing Farmers Market vouchers for Chisago County WIC recipients. The Department appreciates the ongoing support of the Chisago County Board of Commissioners in this ongoing endeavor. Attachment(s): State of Minnesota Joint Powers Agreement for the Farmer's Market Nutrition Program		
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the State of Minnesota Joint Powers Agreement for the Farmers Market Nutrition Program. The suggested motion is as follows: <i>"Move to Approve the State of Minnesota Joint Powers Agreement for the Farmer's Market Nutrition Program."</i>		
Implications of Action: Approval of this Joint Powers Agreement will allow Chisago County Health & Human Services to receive reimbursement from the state for providing education and vouchers to eligible WIC recipients in the county. Budget/Financial Implications: The State will pay for all services performed by the governmental Unit under this contract, and \$1.50 per issuance up to 400 sets of checks. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.		
Administrator's Recommendation		
Approve	Deny _____	Other _____
Motion By:		Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



ENCUMBRANCE WORKSHEET

Mark this box if this is a **RUSH**

SWIFT CONTRACT NO:

PO NO:

Please, allow 4 - 6 weeks for the entire contract process (5 - 7 business days for FBD, or 2-3 business days for rush requests).

MDA PREPARER/CONTACT: Emily Mehr

ORG: 101

AGENCY: AGRICULTURE B04

NEW CONTRACT/GRANT: X

AMENDMENT:

ROLL FORWARD:

DIVISION'S FINANCIAL ADVISOR: John Schleder

TYPE: JPA

ANNUAL PLAN LINE NUMBER:

FISCAL YEAR(S): 2023

TOTAL AMOUNT OF CONTRACT: \$600.00

SWIFT SUPPLIER NUMBER: 197284

CATEGORY CODE: 80101600

25K EVAL NEEDED:

SWIFT SUPPLIER LOCATION: 1

ACCOUNT CODE: 411301

CONTRACT START DATE: June 1, 2023

SWIFT SUPPLIER ADDRESS: 1

TOTAL EWS AMOUNT: \$600.00

CONTRACT END DATE: December 31, 2023

SIGNATURES NEEDED BY DATE: June 1, 2023

LAWS OF: Minnesota Statute § 471.59, subdivision 10

FUNDING STRING

FISCAL YEAR: 2023

FUND: 3000

DEPT ID: B0432615

APPROP ID: B046F17

PC BUS UNIT: B0401

PROJECT ID: B0423F172615

ACTIVITY: ADMIN

SOURCE: REIMB

AMOUNT: \$600.00

FUNDING STRING

FISCAL YEAR:

FUND:

DEPT ID:

APPROP ID:

PC BUS UNIT:

PROJECT ID:

ACTIVITY:

SOURCE:

AMOUNT:

FUNDING STRING

FISCAL YEAR:

FUND:

DEPT ID:

APPROP ID:

PC BUS UNIT:

PROJECT ID:

ACTIVITY:

SOURCE:

AMOUNT:

FUNDING STRING

FISCAL YEAR:

FUND:

DEPT ID:

APPROP ID:

PC BUS UNIT:

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DEPT ID:

APPROP ID:

PC BUS UNIT:

PROJECT ID:

ACTIVITY:

SOURCE:

AMOUNT:

FUNDING STRING

FISCAL YEAR:

FUND:

DEPT ID:

APPROP ID:

PC BUS UNIT:

PROJECT ID:

ACTIVITY:

SOURCE:

AMOUNT:

CONTRACT NAME & ADDRESS:

(Must match SWIFT Supplier Location ID, as listed on the contract)

Chisago County

313 N Main St #274

Center City, MN 55012

SUPPLIER REMITTANCE ADDRESS:

(Must match SWIFT Supplier Address ID)

Chisago County

313 N Main St #274

Center City, MN 55012

NOTES:



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: _____

This agreement is between the State of Minnesota, acting through its Commissioner of Agriculture ("State") and Chisago County ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of distribution of and education for use of Farmers' Market Nutrition Program (FMNP) checks.

Agreement

1. Term of Agreement

- 1.1 Effective Date: June 1, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: December 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The Governmental Unit will:

- Issue one set of FMNP checks to each household with at least one individual four months or older at time of issuance currently participating in WIC.
- Issue materials provided by the State and give an oral explanation of program highlights as listed in the FMNP local agency manual.
- Maintain records of the number of pregnant women, breastfeeding women, postpartum women, infants, and children receiving FMNP benefits.
- Report participation demographic information to the State no later than October 10, 2023.
- Return a Check Destruction Report form to the Department no later than October 10, 2023.
- Provide nutrition education that focuses on fresh vegetables available from the farmers' market.
- Comply with federal nondiscrimination requirements.

3. Payment

The State will pay for all services performed by the Governmental Unit under this Contract as follows: \$1.50 per issuance up to 400 sets of checks.

The total obligation of the State under this Agreement will not exceed \$600.00.

4. Authorized Representatives

The State's Authorized Representative is Emily Mehr, 625 Robert St N, St. Paul, MN 55155, 651-201-6456, or his/her successor.

The Governmental Unit's Authorized Representative is Ben Montzka, County Board of Commissioners Chair, 313 N Main St #274, Center City, MN 55012, 651-213-8834, or his/her successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor,

or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

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

9. Venue

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

10. Termination

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

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

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

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

1. State Encumbrance Verification

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

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Reviewed:



Title: Chisago County Attorney Date: 3/28/2023

Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 6
Title of Item for Consideration: Personnel Requisition Child Welfare Target Case Manager (Social Worker)	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None	
Background: Child Welfare Targeted Case Management (CW-TCM) activities coordinate social and other services designed to help the child under 21 years old and the child's family gain access to needed social services, mental health services, habilitative services, educational services, health services, vocational services, recreational services and related services including, but not limited to, volunteer services, advocacy, transportation and legal services.	
Attachment(s): Personnel Committee Request, March 2023	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the addition of a Child Welfare Targeted Case Manager. The suggested motion is as follows: <i>“Move to approve the addition of a Child Welfare Target Case Manager.”</i>	
Implications of Action: Board approval at tonight's meeting will increase the county's ability to assist Families with children and help keep those families out of the child protection system.	
Budget/Financial Implications: Fully Funded by the Child Welfare Opiate Allocation.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



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: Personnel Committee

From: Robert Benson, Health and Human Services Director

RE: Request for Child Welfare Targeted Case Manager (Social Worker)

Date: March 17, 2023

Chisago County Health and Human Services has been approved for additional funding through our Child Welfare Opiate Allocation to hire an additional Child Welfare Case Manager. The total allocation for 2023 is \$102,891.

This allocation is not a part of the Opioid Settlement money and is not related to that funding. The Child Welfare Opiate Allocation is an allocation that is funded through the licensing fees and taxes paid into the Opiate Epidemic Response account. The funding and the corresponding increase are expected to continue; this is not one time funding.

Due to the increase demand in our Children's Services Unit, we are requesting the addition of this staff position. They will not conduct investigations, but rather provide services to children and families that have been adversely impacted by opiate use or misuse, other substance use, or mental health issues. We expect that this program will increase our ability to proactively assist families with children and help to keep those families out of the child protection system.

Additionally, if they are working with families that need assistance due to other issues outside of substance use or mental health, they will be able to bill for targeted case management services to cover the cost of their time. The current rate for child welfare targeted case management is \$406 per hit. We expect this position will be fully funded by the opiate allocation and available billing opportunities and will not require any additional levy dollars.

We respectfully request approval to work with Administration and Human Resources to create this position and hire for the role.

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, March 15, 2023**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, March 15, 2023 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, County Attorney Janet Reiter, and Clerk of the Board Christina Vollrath.

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.

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

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

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

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

On motion by Greene, seconded by Dahlberg, the Board moved items 1-7 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 Dunne, the Board moved to close the Road and Bridge Committee of the Whole at 6:42 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 Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – I-35/CSAH 17 Interchange Maintenance Agmt.

RESOLUTION NO. 23/0315-1
A RESOLUTION FOR THE I-35/CSAH 17 INTERCHANGE MAINTENANCE AGREEMENT WITH MNDOT

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 County Board of Commissioners Chair and the County Administrator are authorized to execute the Agreement and any amendments to the Agreement.

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

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.

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

On motion by Greene, seconded by Swenson, the Board moved to table the Preliminary Plat of Carlson Lake Overlook located at 162XX 280th Street in Franconia Township, (PID #04.00343.06). 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 Resolution No. 23/0315-2, 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)

RESOLUTION NO. 23/0315-2
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.

The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

CITIZENS FORUM

TIME – 7:08 p.m. **END TIME** – 7:11 p.m.
of SPEAKERS - 1

On motion by Greene, seconded by Swenson, the Board moved to accept the March 8th Budget and Finance Report, approve using \$3,240 of unused 2022 CIP funds to replace the blinds in the North Branch Library, 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, approve the City of Harris' Chisago County ARPA Broadband Grant application, in the amount of \$186,736, approve using \$5,500 from the 2022 unused CIP funding for Supervisor/Management Training from Quinlivan and Hughes, and approve using \$100,000 from the IM fund balance to pay for the METS Paperless Solution. 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 Chisago County Recorder Document Preservation Plan and authorize the expenditure of funds from the Recorder Technology and Compliance Fund. 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 Contract between Kantner Consulting L.L.C. and Chisago County. 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 the Foster care payments from Health and Human Services for Friday after the 3rd Wednesday of each month. 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 attached Resolution authorizing staff to execute the necessary documents to ensure Chisago County participates in the multistate Opioid settlement.

RESOLUTION NO. 23/0315-3 **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.

The motion **carried** as follows: **IN FAVOR THEREOF**: Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED**: None.

On motion by Swenson, seconded by Greene, the Board moved to appoint James McCarthy as the District 1 representative on the Planning Commission; effective March 15th, 2023 thru December 31, 2025. 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 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. 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 approve the Out of State Travel request for Child Exploitation Training in Atlanta GA, June 12-15, 2023. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

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

On motion by Dahlberg, seconded by Greene, the Board adjourned the meeting at 8:07 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
April 5, 2023**

TAB # _____

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 4/6/2023 \$1,470,709.36

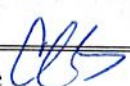
Chisago County Request For Board Action

Meeting Date: April 5, 2023	Item Number: 9
Title of Item for Consideration: Tobacco License Requests – MN CO Energy LLC (Athens Trail Market) and Emily Jo's – Shafer Pump and Munch LLC c/o Fady Elias	
Action Requested by: Bridgitte Konrad, County Auditor	Department: Auditor's Office
Previous Action on this Matter: From time to time the Board of Commissioners is asked to approve individual application requests.	
Background: The applications are for Tobacco License for MN CO Energy LLC (Athens Trail Market) and Emily Jo's – Shafer Pump and Munch LLC c/o Fady Elias. They are recommended by the Sheriff's office and Attorney's office for approval.	
Attachment(s): License Applications for On-Sale Liquor/Tobacco License <i>(available with Clerk of the Board)</i>	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Tobacco License Applications for MN CO Energy LLC (Athens Trail Market) and Emily Jo's – Shafer Pump and Munch LLC c/o Fady Elias. The suggested motion is as follows:	
<i>“Move to approve the License Applications for the Tobacco License Applications for MN CO Energy LLC (Athens Trail Market) and Emily Jo's – Shafer Pump and Munch LLC c/o Fady Elias.”</i>	
Implications of Action: By approving the applications, the businesses will be able to sell tobacco at their establishments.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Request For Board Action

Meeting Date: April 5, 2023	Item Number: 10
Title of Item for Consideration: Temporary Liquor License Request – Chisago County Sheriff's Foundation	
Action Requested by: Bridgitte Konrad, County Auditor	Department: Auditor's Office
Previous Action on this Matter: From time to time the Board of Commissioners is asked to approve individual application requests.	
Background: The application is for a 1 Day to 4 Day Temporary On-Sale Liquor License for the Chisago County Sheriff's Foundation at an event at Abella Wedding and Events on April 28, 2023. They are recommended by the Sheriff's office and Attorney's office for approval. The following are County businesses/organizations are requesting approval; 1. Chisago County Sheriff's Foundation – 4/28/2023 Attachment(s): • License Application for 1 Day to 4 Day Temporary On-Sale Liquor License <i>(available with Clerk of the Board)</i>	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the License Applications for 1 Day to 4 Day Temporary On-Sale Liquor License for the Chisago County Sheriff's Foundation at an event at Abella Wedding and Events on April 28, 2023. The suggested motion is as follows: <i>"Move to approve the License Application for 1 Day to 4 Day Temporary On-Sale Liquor License for the Chisago County Sheriff's Foundation at an event at Abella Wedding and Events on April 28, 2023."</i>	
Implications of Action: By approving the applications, the businesses will be able to sell Liquor at their events planned for the specific dates. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request For Board Action

Meeting Date: April 5, 2023	Item Number: <u>11</u>
Title of Item for Consideration: Acceptance of Donation – Planning Commission from HRA-EDA	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.	
Background: The County has received a \$1,000 donation from the Chisago County HRA-EDA to the Chisago County Planning Commission. The County Board of Commissioners must approve accepting the donation via the attached resolution.	
Attachment(s): Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution accepting the donation from the Chisago County HRA-EDA to the Chisago County Planning Commission. The suggested motion to approve is:	
<i>“Move to approve the resolution accepting the donation from the Chisago County HRA-EDA to the Chisago County Planning Commission.”</i>	
Implications of Action: Acceptance of the donation via the attached resolution will allow the County to accept the financial donations for the program.	
Budget/Financial Implications: There are no budgetary or financial consequences to this the passing of the Resolution.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator's Recommendation	
Approve <u></u>	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

**Chisago County
Board of Commissioners**

Acceptance of Donations by Chisago County for 2023

**RESOLUTION NO: 23/0405-
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY**

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County in 2023:

- \$1,000 for Planning Commission

Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 12
Title of Item for Consideration: Classification and Appraisal of Tax Forfeited Land pursuant to MN Statute 282.01	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: Classification and appraisal of tax forfeited lands have been approved for several other tax forfeited parcels in the past.	
Background: Various pieces of property have forfeited for non-payment of taxes. In order to be able to sell these parcels at tax sale the County Board of Commissioners needs to classify and appraise the tax forfeited parcels. Attached is a list of the parcels in question showing the classification of non-conservation pursuant to M.S. 282.01 Subdivision 1 and the appraised value as established by the Assessor's Office. Also included in the resolution is authorization to forward the list and other pertinent information, to the Minnesota Department of Natural Resources for their approval. In addition, the local units of government will need to be notified as well.	
Attachment(s): Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners the attached resolution. The following motion is suggested: <i>“move to approve the attached resolution approving the classification and appraisal of tax forfeited land.”</i>	
Implications of Action: If the resolution and the classification and appraisal of the tax forfeited parcels are not approved, the County will not be able to proceed with the sale and the property will not be returned to the tax rolls.	
Budget/Financial Implications: Any cost incurred in the sale of these parcels will be covered by the proceeds of the sale.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Resolution # _____

Commissioner _____ moved for adoption of the following resolution:

WHEREAS, the tax parcels on the attached list have forfeited, to the State of Minnesota in trust for the respective taxing districts for nonpayment of real estate taxes;

WHEREAS, in order to be able to sell these parcels at tax sale the County Board of Commissioners need to classify and appraise the tax forfeited parcels pursuant to M.S. 282.01 Subdivision 1.

NOW, THEREFORE, BE IT RESOLVED

1. That the Chisago County Board of Commissioners approve the attached list of classification and appraisal of tax forfeited ready for sale and authorize the Chisago County Auditor-Treasurer to take the necessary steps to offer the parcels for sale pursuant to M.S. 282.01.
2. That the Chisago County Auditor-Treasurer is directed to forward the parcels noted on the attached Classification and Appraisal to the Minnesota DNR pursuant to M.S. 282.01, subd. 3.
3. That the Chisago County Auditor-Treasurer is directed to forward the parcels noted on the attached Classification and Appraisal to the appropriate city and township officials for approval pursuant to M.S. 282.01, subd. 1(h).

Commissioner _____ seconded the motion for adoption of the resolution.

The following Commissioners voted in favor of the resolution:

The following Commissioners voted in opposition to the resolution:

Whereupon the motion was duly adopted.

Classification and Appraisal of Tax Forfeited Property Ready for Sale
County Board Approved on April 5, 2023

<i>PID</i>	<i>Legal Description or Subdivision</i>	<i>Classification</i>	<i>Appraised Value</i>	<i>Parcels To Be Reviewed by MN DNR</i>
03.00379.45	That pt of SW 1/4 of NW 1/4, Section 26, Township 36, Range 22, desc as fol: Comm at SW cor of said SW 1/4 of NW 1/4; th N'ly along W line thereof a dist of 132 ft; th E 25D N along N'ly line of F.A. Hals & O. Elstrom parc's a dist of 667.92 ft to NE cor of said Elstrom parc; th S along E line of said Elstrom parc & its S'ly ext a dist of 165 ft m/l to c/l of Stark Trail (CSAH NO.10) & pob of parc to be desc; th NE'ly along said c/l to its inters with c/l of Cedarcrest Trail (CSAH NO.8); th S'ly along said c/l to S line of said SW 1/4 of NW 1/4; th W'ly along said S line to a point 907.5 ft E'ly of SW cor of SW 1/4 OF NW 1/4; th N 15D W to SE'ly line of Stark Road; TH SW'ly along said SE'ly line to S line of said SW 1/4 of NW 1/4; th W'ly along said S line to NW'ly line of said Stark Road; th NE'ly along said NW'ly line to SE cor of said Elstrom parc; th S to pob. Except all that part of SW1/4 of NW1/4 desc as fol: Comm at SW cor of said SW 1/4 of NW 1/4; th S 87D 45'56"E assum bear along S line of said SW 1/4 of NW 1/4 dist of 511.50 FT to pob of parc to be desc; th N 15D 41'35"W dist of 183.03 ft; th N 67D 22'46"E dist of 324.37 ft; th S 21D 13'13"E dist of 156.18 ft; thN 67D 22'26"E dist of 83.09 ft; th S 17D 56' 36"E dist of 81.68 ft; th SE'ly along a tang cur conc to NE with radius of 1909.86 ft & c/a of 4D 04"00" a dist of 135.55 ft m/l to inters with S line of said SW 1/4 OF NW 1/4 ; th N 87D 45'56"W along S line of said SW 1/4 of NW 1/4 dist of 454.95 ft m/l to pob & there term.	Non-Conservation	\$ 100.00	No

<i>PID</i>	<i>Legal Description or Subdivision</i>	<i>Classification</i>	<i>Appraised Value</i>	<i>Parcels To Be Reviewed by MN DNR</i>
05.00539.10	That part of the SE ¼ of the SW ¼, Section 35, Township 34, Range 21, lying westerly of the centerline of County Road #80 except that part of the SE ¼ of the SW ¼ described as follows: Beginning at the southwest corner of the SE ¼ of the SW ¼; then northerly along the west line of the SE ¼ of the SW ¼ 1017 feet to the west line of County Road #80; then southeasterly along west side of County Road #80 1248 feet to the south line of the SE ¼ of the SW ¼; then west along south line 573 feet to the point of beginning	Non-Conservation	\$ 100.00	No
09.00117.00	That part of the S 1/2 of the NW 1/4, Section 9, Township 35, Range 20, lying west of the railroad right-of-way	Non-Conservation	\$ 100.00	No
09.00117.05	Railroad right-of-way lying south of the north 495 feet in the NW 1/4 of the NW ¼, Section 9, Township 35, Range 20	Non-Conservation	\$ 500.00	No
09.00707.00	Lots 4 & 5, Block 19, Sunrise City	Non-Conservation	\$ 100.00	No
11.00410.91	That part of the NE ¼ of the NW ¼, Section 20, Township 35, Range 21, described as follows: Beginning at the northwest corner of cemetery as described in Book 13, Page 189, Reg of Deeds in Recorder's Office; then south 40 feet; then west 109.02 feet; then south 400 feet; then west 3 feet to the easterly right-of-way of I35; then north to the north line of the NE ¼, of the NW ¼, then east to the point of beginning.	Non-Conservation	\$ 100.00	No
13.00682.21	Outlot A, North Shore of Martha Lake	Non-Conservation	\$ 1,000.00	No
13.00682.22	Outlot B, North Shore of Martha Lake	Non-Conservation	\$ 1,000.00	No
21.10829.19	Outlot B, Comfort Lake Estates	Non-Conservation	\$ 100.00	No

Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 13
Title of Item for Consideration: Application for Exempt Permit – Almelund Threshing Show	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: The current application is from the Almelund Threshing Show, so that the applicants can conduct a lawful raffle on August 13, 2023. The Almelund Threshing Show is a non-profit organization. Attachments: - LG220 Application for Exempt Permit – Almelund Threshing Show - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Almelund Threshing Show's application to Conduct a raffle at their event on August 13, 2023. The recommended motion is as follows: <i>“Move to approve the Almelund Threshing Show's resolution to conduct a raffle at their event on August 13, 2023.”</i>	
Implications of Action: Approving tonight's action would allow the Almelund Threshing Show to raise money for its non-profit organization and its activities. Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County. Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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Page 1 of 2

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Almelund Threshing Co. Previous Gambling Permit Number: [REDACTED]
Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____
Mailing Address: 17760 St Croix Trail
City: Taylor's Falls State: MN Zip: 55084 County: Chisago
Name of Chief Executive Officer (CEO): Bruce Nelson
CEO Daytime Phone: _____ CEO Email: [REDACTED]
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Almelund Threshing Show
Physical Address (do not use P.O. box): 17760 St Croix Trail, Taylor's Falls MN 55084

Check one:

☐ City: _____ Zip: _____ County: _____
☒ Township: Shafer Zip: 55084 County: Chisago

Date(s) of activity (for raffles, indicate the date of the drawing): 8-13-2023

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

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Page 2 of 2

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: SHAVER TOWNSHIP

Signature of Township Officer: [Signature]

Title: CHAIRMAN Date: 03-09-2023

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer



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. 23/0405-X APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE ALMELUND THRESHING SHOW

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

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

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Almelund Threshing Show, located at 17760 St. Croix Trail, Taylors Falls, MN 55084.

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: April 5, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST:

Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: April 5, 2023	Item Number: 14	
Title of Item for Consideration: Authorization for County Auditor-Treasurer to Proceed with Budget Adjustment Requests		
Action Requested by: Kristin Waddell, Chief Deputy Auditor-Treasurer	Department: Auditor-Treasurer	
Previous Action on this Matter: None.		
Background: To better track utility expenses by County owned buildings, location codes were set up in IFS. The attached budget adjustment request is moving approved budgeted amounts to those new accounts in IFS. There is no change to the approved budget and no net expense to the County. Note that this is for the 2022 budget and is an audit requirement. Attachment(s): Budget Adjustment Request		
Action Requested/Recommended: The County Board is respectfully requested to approve the above noted budget adjustments. The following motion is suggested; <i>“Move to authorize the County Auditor-Treasurer to transfer the above-noted funds.”</i>		
Implications of Action: If the transfer is approved our financial reporting requirements will be adhered to. Budget/Financial Implications: None Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.		
Administrator's Recommendation		
Approve	Deny _____	Other _____
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____
Abstain _____		



Budget Adjustment Request

this form MUST be completed electronically

2022

PAGE 1 OF 2

Department Name: AUDITOR-TREASURER

Department Head: BRIGITTE KONRAD

Reason and description of the proposed change to the Budget:

TO BETTER TRACK EXPENSES OF COUNTY OWNED BUILDINGS, PROJECT CODES WERE SET UP IN IFS TO FOR EACH SPECIFIC LOCATION. PURPOSE OF THIS FORM IS TO TRANSFER APPROVED BUDGET AMOUNTS TO THOSE SPECIFIC LOCATIONS. NOT NET CHANGE TO THE BUDGET.

Is this proposed budget change a net expenditure to the county?

Yes/No

No

If yes, can other expenditures be cut from this department to offset this net expenditure?

If a net expenditure, can this change be deferred until next budget year?

Auditor-Treasurer's comments:

N/A

Account Description	Account #					Additional \$ Amounts	
	Fund	Dept	Program	Service	Object	Revenue	Expenditure
CONTRACTED PURCHASED SERVICE	01	111	000	0000	6273		\$254,000
VEHICLE REPAIR & MAINTENANCE	01	111	000	0000	6301		\$8,000
GROUNDS MAINTENANCE	01	111	000	0000	6307		\$23,000
OPERATING SUPPLIES	01	111	000	0000	6411		\$23,000
CUSTODIAL SUPPLIES	01	111	000	0000	6413		\$47,000
REPAIRS & MAINTENANCE SUPPLIES	01	111	000	0000	6560		\$122,000
GAS & OIL	01	111	000	0000	6561		\$3,500
ELECTRICITY	01	149	000	0000	6253		\$125,000
GAS	01	149	000	0000	6255		\$15,000
SEWER	01	149	000	0000	6257		\$12,000
ELECTRICITY	01	245	000	0000	6253		\$120,000
GAS	01	245	000	0000	6255		\$52,000
SEWER	01	245	000	0000	6257		\$11,000
CONTRACTED PURCHASED SERVICE	01	245	000	0000	6273		\$131,139
OPERATING SUPPLIES	01	245	000	0000	6411		\$4,002
CUSTODIAL SUPPLIES	01	245	000	0000	6413		\$10,000
REPAIRS & MAINTENANCE SUPPLIES	01	245	000	0000	6560		\$70,019
ELECTRICITY	03	310	000	0000	6253		\$35,000
GAS	03	310	000	0000	6255		\$25,000
ELECTRICITY	01	111	500	0000	6253		(\$56,000)
ELECTRICITY	01	111	510	0000	6253		(\$1,000)
ELECTRICITY	01	111	511	0000	6253		(\$18,000)
ELECTRICITY	01	111	512	0000	6253		(\$15,000)
ELECTRICITY	01	111	513	0000	6253		(\$1,000)
ELECTRICITY	01	111	530	0000	6253		(\$187,000)
ELECTRICITY	01	111	532	0000	6253		(\$2,000)
GAS	01	111	500	0000	6255		(\$32,000)
GAS	01	111	510	0000	6255		(\$2,000)
GAS	01	111	511	0000	6255		(\$5,000)
GAS	01	111	512	0000	6255		(\$3,000)
GAS	01	111	513	0000	6255		(\$1,000)
GAS	01	111	530	0000	6255		(\$46,000)
GAS	01	111	532	0000	6255		(\$3,000)
FROM PAGE 2							(\$718,660)
Total Revenue & (Expenditures)						\$0	\$0
Net Revenue/ (Expenditure) change vs. Current Budget							\$0

County Administrator approval

YES NO

Date

Board approval

YES NO

Date

After the above approvals have been received, the Auditor-Treasurer's department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.



Budget Adjustment Request

this form MUST be completed electronically

2022

PAGE 2 OF 2

Department Name: AUDITOR-TREASURER

Department Head: BRIGITTE KONRAD

Reason and description of the proposed change to the Budget:

TO BETTER TRACK EXPENSES OF COUNTY OWNED BUILDINGS, PROJECT CODES WERE SET UP IN IFS TO FOR EACH SPECIFIC LOCATION. PURPOSE OF THIS FORM IS TO TRANSFER APPROVED BUDGET AMOUNTS TO THOSE SPECIFIC LOCATIONS. NOT NET CHANGE TO THE BUDGET.

Is this proposed budget change a net expenditure to the county?

Yes/No

No

If yes, can other expenditures be cut from this department to offset this net expenditure?

If a net expenditure, can this change be deferred until next budget year?

Auditor-Treasurer's comments:

N/A

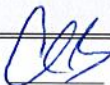
Account Description	Account #					Additional \$ Amounts	
	Fund	Dept	Program	Service	Object	Revenue	Expenditure
SEWER	01	111	500	0000	6257		(\$6,000)
SEWER	01	111	511	0000	6257		(\$2,000)
SEWER	01	111	530	0000	6257		(\$13,000)
SEWER	01	111	532	0000	6257		(\$1,000)
SEWER	01	111	536	0000	6257		(\$1,000)
CONTRACTED PURCHASED SERVICE	01	111	500	0000	6273		(\$50,000)
CONTRACTED PURCHASED SERVICE	01	111	505	0000	6273		(\$9,000)
CONTRACTED PURCHASED SERVICE	01	111	511	0000	6273		(\$8,000)
CONTRACTED PURCHASED SERVICE	01	111	512	0000	6273		(\$5,000)
CONTRACTED PURCHASED SERVICE	01	111	530	0000	6273		(\$309,139)
CONTRACTED PURCHASED SERVICE	01	111	531	0000	6273		(\$1,000)
CONTRACTED PURCHASED SERVICE	01	111	532	0000	6273		(\$3,000)
VEHICLE REPAIR & MAINTENANCE	01	111	530	0000	6301		(\$8,000)
GROUNDS MAINTENANCE	01	111	500	0000	6307		(\$9,000)
GROUNDS MAINTENANCE	01	111	505	0000	6307		(\$14,000)
OPERATING SUPPLIES	01	111	500	0000	6411		(\$1,000)
OPERATING SUPPLIES	01	111	530	0000	6411		(\$26,002)
CUSTODIAL SUPPLIES	01	111	500	0000	6413		(\$31,000)
CUSTODIAL SUPPLIES	01	111	505	0000	6413		(\$8,000)
CUSTODIAL SUPPLIES	01	111	511	0000	6413		(\$2,000)
CUSTODIAL SUPPLIES	01	111	530	0000	6413		(\$16,000)
REPAIRS & MAINTENANCE SUPPLIES	01	111	500	0000	6560		(\$28,000)
REPAIRS & MAINTENANCE SUPPLIES	01	111	505	0000	6560		(\$4,000)
REPAIRS & MAINTENANCE SUPPLIES	01	111	511	0000	6560		(\$12,000)
REPAIRS & MAINTENANCE SUPPLIES	01	111	512	0000	6560		(\$9,000)
REPAIRS & MAINTENANCE SUPPLIES	01	111	522	0000	6560		(\$5,000)
REPAIRS & MAINTENANCE SUPPLIES	01	111	523	0000	6560		(\$12,000)
REPAIRS & MAINTENANCE SUPPLIES	01	111	530	0000	6560		(\$120,019)
REPAIRS & MAINTENANCE SUPPLIES	01	111	532	0000	6560		(\$1,000)
REPAIRS & MAINTENANCE SUPPLIES	01	111	533	0000	6560		(\$1,000)
GAS & OIL	01	111	500	0000	6561		(\$800)
GAS & OIL	01	111	505	0000	6561		(\$200)
GAS & OIL	01	111	530	0000	6561		(\$2,500)
Total Revenue & (Expenditures)						\$0	(\$718,660)
Net Revenue/ (Expenditure) change vs. Current Budget							(\$718,660)

County Administrator approval YES NO Date dd/mo/yr

Board approval YES NO Date dd/mo/yr

After the above approvals have been received, the Auditor-Treasurer's department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.

Chisago County Request For Board Action

Meeting Date: April 5, 2023	Item Number: 15		
Title of Item for Consideration: Revenue Recapture Service Level Agreement			
Action Requested by: Robert Benson, Director	Department: Health and Human Services		
Previous Action on this Matter: Agreement was last approved in 2020.			
Background: Counties can use the Minnesota Department of Revenue's Revenue Recapture to collect Debtor's tax return refunds to pay outstanding debts owed to the County. There is no direct cost to County for the service, a fee of \$15.00 is added to the outstanding debt. Attachment(s): Revenue Recapture Service Level Agreement 2023			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Revenue Recapture Service Level Agreement 2023. The suggested motion is as follows: <i>"Move to approve the Revenue Recapture Service Level Agreement 2023."</i>			
Implications of Action: Approval of this agreement will allow Chisago County Health & Human Services to use the Minnesota Department of Revenue as an option for collections of unpaid claims.			
Budget/Financial Implications: Generates revenue through collections of unpaid claims, no direct cost to the County for the service.			
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.			
Administrator's Recommendation			
Approve 	Deny _____		
Other _____			
Motion By: _____	Seconded by: _____		
To: _____			
Action on Motion:	Aye _____ <table border="1" style="display: inline-table; vertical-align: middle; margin-left: 20px;"> <tr> <td style="padding: 5px;">Nay _____</td> <td style="padding: 5px;">Abstain _____</td> </tr> </table>	Nay _____	Abstain _____
Nay _____	Abstain _____		



Service Level Agreement
Administration of Revenue Recapture

Date March 29, 2023

State of Minnesota
Minnesota Department of Revenue

And

Chisago County Health and Human Services

Agency Name

0691186432

Revenue Recapture ID

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Introduction

Chisago County Health & Human Services

This Revenue Recapture Service Level Agreement between _____ (claimant agency, you, your) and the Minnesota Department of Revenue (Revenue, the department, we, us) defines the statutes and policies you must follow when using revenue recapture to resolve debts.

Statutory Authorization

Minnesota Statutes, Chapter 270A, also known as the Revenue Recapture Act, authorizes the commissioner of Revenue to collect debts for claimant agencies. Minnesota Administrative Rules 8165.0100 -- 8165.0400 provide additional guidelines for managing agency access.

Definitions

The following definitions apply to this service level agreement:

- A. **Authorized Users**
Employees within your agency earning W-2 wages.
- B. **Claimant Agency**
Any agency qualified to submit revenue recapture claims.
- C. **Commissioner**
The commissioner of revenue.
- D. **Contested Claim**
When a debtor disputes the validity of a claim.
- E. **Debt**
A specific amount of money a natural person is legally obligated to pay a claimant agency.
- F. **Date of Debt**
Date the debt was incurred.
- G. **Debtor**
A natural person who owes a debt to a claimant agency.
- H. **e-Services**
The online system claimant agencies use to manage revenue recapture claims. You must use this system to manage claims submitted to us.

I. Nonliable Spouse

A spouse that is not liable for an individual debt.

J. Notice to the Debtor

Notice you must provide a debtor when using the Revenue Recapture Program to collect a debt.

K. Priority of Claim

The order claims are paid.

L. Refund

Income tax refund, political contribution refund, property tax credit or refund, sustainable forest incentive payment, lottery prize, or payment made by recommendation of the Joint House-Senate Subcommittee on Claims.

M. Revenue Recapture

Revenue can take (recapture) state refunds and other refunds to pay claimant agencies through the revenue recapture process.

N. Service Level Agreement

The agreement that describes the duties and responsibilities of Revenue and the claimant agency.

O. Statute of Limitations

Legal amount of time an agency can collect a debt.

P. Reconciliation Report

Reports in e-Services are available to you to reconcile revenue recapture claims.

Q. Third-party

A person or entity who is an independent contractor, subcontractor, or billing agency.

Limitations

A. Claims submitted for revenue recapture must be at least \$25.

B. We will close claims when the balance is less than \$15.

Duties of Claimant Agency

Training and User Access

- A. Request access for authorized users only.
- B. Do not request access for third parties.
- C. Attend annual mandatory revenue recapture training.
- D. Do not share user IDs or passwords. Each authorized user must have their own user ID and password.
- E. Allow access for business purposes only.
- F. Update Revenue Recapture Program administrators and e-Services users when changes in staff occur.

Claim Requirements

- G. Ensure all debts referred to the Revenue Recapture Program meet the following statutory requirements:
 - a. The debtor's name and Social Security Number are available to submit the claim.
 - b. Agency must have a unique agency control number for each claim. This number can be up to 18 characters and it must not be a Social Security Number.
 - c. There is not a written payment agreement in place that prohibits use of revenue recapture.
 - d. The collection attempt will not result in a loss of federal funds.
 - e. Agency must monitor and remove claims prior to the expiration of the time period allowed by law to collect the claim.
 - f. Your agency's statutes and Minnesota Statutes, section 270A.03 subd. 2 allow claim submission.
- H. Adhere to the priority of claims by:
 - a. Sending a notice to the debtor for each claim filed
 - b. Submitting revenue recapture claims for each debt
 - c. Contacting Revenue before refunding revenue recapture or nonliable spouse overpayments.
- I. Update claims within 30 days of debt balance changes.

Notification Requirements

- J. Send a notice to the debtor no more than 30 days before but no later than five days after filing the claim.
- K. If the notice was returned due to an incorrect address, your agency must verify the address in e-Services. If there is a different address, you must send a new notification.
- L. The notice to the debtor must include the following information:
 - Date
 - Agency letterhead
 - Debtor name, address, city, state, and zip code
 - If the notice lists a specific refund type for revenue recapture, it must list all refund types:
 - State Tax Refunds
 - Lottery Winnings
 - Property Tax Credit or Refund
 - Other Funds
 - Intent to offset refunds and apply it to their debt until the debt is expired, paid, or canceled.
 - State law allows refunds to apply based on Minnesota Statutes, Chapter 270A, or the Revenue Recapture Act.
 - Debt detail, including agency name, date of debt, type of debt, debt description, debt amount(s), and total claim amount.
 - Exemption language if the debt is:
 - Based on overpayment of assistance, the debtor is a current recipient of assistance, and the payment is not based on a client waiver
 - Not an administrative or judicial finding of an intentional program violation
 - Owed to a program and the debtor is a client of that program at the time of notification, and is a current recipient of food stamps or food support, transitional childcare, or transitional medical assistance
 - For an obligation to pay medical care, including hospitalization, and the debtor's income is below specified levels at the time of service
 - The debtor's right to dispute the debt or claim at a contested claim hearing through the Office of Administrative Hearings (OAH). The debtor has 45 days to contest the claim in writing. Your agency must schedule a hearing within 30 days of receiving a written request.

Additional Notification Requirements

- Depending on statute, your agency's notification letter might require additional information.
- Your agency must keep a copy of the notification letter as long as the debt is within the statute of limitations, or until the debt is paid or canceled.

Process Requirements

M. Your agency must have processes to administer:

- a. Nonliable spouse claims
- b. Exemption claims
- c. Contested claim hearings
- d. Returned mail
- e. Statute of Limitations
- f. Refunds and overpayments

Other Key Items

N. Comply with Revenue's audits and correct issues found within the time limits given.

O. Your agency must keep adequate records including, but not limited to:

- g. Copy of the notification letter
- h. Claims filed
- i. Payments received
- j. Current balances

P. Notify us if your agency no longer qualifies to participate in the Revenue Recapture Program. You must cease all existing claims.

Duties of the Minnesota Department of Revenue

A. Provide mandatory training and support for agency staff who administer revenue recapture.

B. Send debtors a revenue recapture notice when we apply a refund to their debt.

This written notice must include the following information:

- a. The refund amount that applied to the debt
- b. Your address and phone number
- c. The right of the debtor to contest the validity of the revenue recapture claim

- d. For joint refunds, a nonliable spouse has the right to request their portion of the refund
- C. Process revenue recapture claims and account updates you submit by the next business day.
- D. Remit refund payment(s) to you each business day.
- E. Make reconciliation reports available to you through e-Services.
- F. Notify you before making changes to revenue recapture requirements or procedures and provide an anticipated schedule for the changes.
- G. Audit you to ensure compliance with Minnesota Statutes and this service level agreement.
- H. Provide you with annual Computer Based Training
- I. Inactivate users who have not accessed e-Services in 15 months.
- J. Suspend your agency if you do not follow Minnesota Statutes, rules, or policies.
- K. Require you to sign a Revenue Recapture Service Level Agreement.

Data Practice Responsibilities

- A. We can exchange private data on individuals between Revenue, the Minnesota Taxpayer Rights Advocate, the Minnesota Attorney General's Office, the claimant agency, and the debtor when necessary with the intent of collecting debts through the revenue recapture process.
- B. Data we collect from you relating to claims filed under revenue recapture are private data on individuals.
- C. Revenue recapture claims must be administered by W-2 employees of your agency.
- D. Your employees must have disclosure and anti-browsing training to access the database.

- E. Any person you employ or formerly employed who discloses information for any other reason than collecting debts using revenue recapture will be subject to civil and criminal penalties (See Minnesota Statutes, Chapter 270A.11).

Legal Requirements

- A. This agreement is effective for three years unless canceled by either party.
- B. A claimant agency defined under Minnesota Statutes, section 270A.03, subdivision 2, will be suspended from participation in the Revenue Recapture Program for a violation of the Revenue Recapture Act or Minnesota Rules after due notice and an opportunity for hearing.
- C. The authorized agent(s) for Chisago County Health & Human Services (Agency Name)
Is/are: Lynn Saumer, Joshua Huizar, Pegi Weidendorf, Mark Florin (User Name)
The authorized agent for the Minnesota Department of Revenue is the Collection Division director.
- D. You may not assign or transfer any rights or obligations under this service level agreement without prior written approval of the department.
- E. If you make changes, your authorized agent must sign a new service level agreement to continue using the Revenue Recapture Program.
- F. You and the department agree each party is responsible for their own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of any others and the results thereof.
- G. Any amendments to this agreement must be in writing and executed by the same parties who executed the original agreement or their successors in office.

Please indicate how your agency qualifies to participate in revenue recapture by referencing Minnesota Statutes, section 270A.03 subd. 2.

Qualifying agency type: County

Your authorized agent must sign, date, and return this agreement to us by Monday, May 19, 2020. This agreement will become effective on the date signed by the Minnesota Department

of Revenue Collection Division director. This agreement supersedes all prior formal and/or informal agreements between the two agencies regarding the Revenue Recapture Act.

AGENCY NAME: Chisago County Health and Human Services

SIGNATURE: _____ DATE: _____

NAME (Printed): Ben Montzka TITLE: Board Chair

EMAIL: Ben.Montzka@chisagocountymn.gov PHONE: 651-213-8834

SECOND CONTACT

NAME (Printed): Mark Florin TITLE: Fiscal Operations Div Manager

EMAIL: mark.florin@chisagocountymn.gov PHONE: 651-213-5652

REVIEWED AS TO FORM: *Janet Ratz* Chisago County Attorney Dated: 3/29/2023

Minnesota Department of Revenue
Collection Division

Sara Westly, Director

DATE _____

Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 16
Title of Item for Consideration: <u>Proposed Chisago County Liquor License Ordinance;</u> Public Hearing; Action on the Proposed Ordinance; and Adoption of Increased Liquor License Fees	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: Currently the County follows Minnesota Statute 340A for regulations pertaining to alcohol licenses and does not have a local alcohol licensing ordinance. We have been approached by local businesses for Consumption and Display Permits and 2 a.m. Licenses. These licenses are not available unless the local licensing authority (the County) has a local ordinance allowing these types of licenses. We also have recently received an inquiry for a brewer's taproom license so that has been included in the ordinance and fee schedule. The Consumption and Display Permit would allow an establishment to sell setups (mixes, soda, juices) and allow patrons to bring their own alcohol for consumption at the location. Except for bottle clubs, the alcohol must be under its owner's control at all times. Consumption and Display Permits can be issued to a restaurant, hotel, an establishment licensed to sell 3.2% malt liquor, a resort, certain bed and breakfast facilities, clubs or to a person who has not been convicted of a felony or liquor law in the last 5 years. Clubs can let members leave their alcohol on the premises after they leave if placed in individual lockers. With this permit the bottles must be kept in plain sight and in control of the patron at all times, not the business establishment that holds the permit. The business establishment or their employees cannot be given the bottle to be served. The business establishment cannot store or purchase alcohol for their patrons. The 2 a.m. license would allow those establishments that hold an on-sale intoxicating liquor license to remain open until 2 a.m. versus the Statutory closing time of 1 a.m. The Taproom License would allow a brewer who holds a Brewer's License issued by the Dept of Alcohol and Gambling to obtain a Taproom License which authorizes on-sale of malt liquor produced by the brewer for consumption on the premises or adjacent to the brewery. The current license fees have been in place for many years. The current fees do not cover the cost of issuance and enforcement of these licenses. Minnesota Statute requires a public hearing and notification to all current licenses holders before fees can be increased. Current license holders have been notified of the public hearing and the hearing notice has been published and posted in our office and on the County's website. The public hearing is being held to take comment on the proposed ordinance and the fee increases. The fee increases will go into effect for the 2024 liquor license cycle. Attachment(s): • Draft Liquor Ordinance • Draft License Fees	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners consider adoption of a local alcohol licensing ordinance and to consider increasing the liquor license fees beginning with the 2024 license cycle. The following motions are suggested:

“move to adoption the ordinance regulating the possession, sale and consumption of intoxicating and 3.2 percent malt liquor within Chisago County, Minnesota and adopting the summary ordinance for publication.”

“move to adoption of fees for liquor related licenses.”

Implications of Action: If the ordinance is not adopted Consumption and Display Permits and 2 a.m. Licenses will not be allowed. If the fees are not adopted property taxes will continue to subsidize the cost of issuance of alcohol licenses.

Budget/Financial Implications: If the fees are increased the license and permit budget for the Auditor-Treasurer’s office will be increased and cover more of the cost of issuance.

Legal/Policy Implications: Enactment of the ordinance will open other opportunities for different liquor related licenses to be issued. The language of the proposed ordinance is consistent with law and the fees listed in the Liquor License Fees Schedule also are consistent with law

Administrator’s Recommendation

Approve _____

Deny _____

Other CBS

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

ORDINANCE NO. _____
RESOLUTION No. _____
APPROVING TO ENACT THE CHISAGO COUNTY A-LIQUOR LICENSE
ORDINANCE
Chisago County, Minnesota

AN ORDINANCE REGULATING THE POSSESSION, SALE AND CONSUMPTION OF
INTOXICATING AND 3.2 PERCENT MALT LIQUOR WITHIN CHISAGO COUNTY,
MINNESOTA

**THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA
ORDAINS:**

TITLE: Chisago County Liquor Control Ordinance

PURPOSE: It is the intent of Chisago County to protect the health, safety, peace and repose in the County and to govern and regulate the sale and distribution of alcohol in the unincorporated areas, while recognizing the value of business enterprises to serve residents and visitors alcohol or liquor at licensed and appropriately regulated premises. Thus, it is the intent of Chisago County to enact this Ordinance, certain rules and regulations in issuing and monitoring liquor licenses in the unincorporated areas of Chisago County. Further, these controls are promulgated in conjunction with, and in recognition of, State law as set forth in Minnesota Statutes Chapter 340A

SECTION 1. ADOPTION OF STATE LAW BY REFERENCE.

The provisions of Minnesota Statutes Chapter. 340A, as they may be amended from time to time, with reference to the definitions of terms, conditions of operation, restrictions on consumption, provisions relating to sales, hours of sale, and all other matters pertaining to the retail sale, distribution, and consumption of intoxicating liquor and 3.2 percent malt liquor, are hereby adopted by reference and are made a part of this Ordinance as if set out in full. It is the intention of the County Board that all future amendments to Minnesota Statutes Chapter. 340A are hereby adopted by reference or referenced as if they had been in existence at the time this Ordinance is adopted.

SECTION 2. COUNTY MAY BE MORE RESTRICTIVE THAN STATE LAW.

The County Board is authorized by the provisions of Minnesota Statutes. § 340A.509, as it may be amended from time to time, to impose, and has imposed in this Ordinance, additional restrictions on the sale and possession of alcoholic beverages within its limits beyond those contained in Minnesota Statutes Chapter. 340A, as it may be amended from time to time.

SECTION 3. DEFINITIONS.

Definitions and Interpretation. Except as otherwise provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. In addition to the definitions contained in Minn. Stat. §

340A.101 as it may be amended from time to time, the following terms are defined for purposes of this ordinance:

ALCOHOL or LIQUOR. As used in this ordinance, without modification by the words “intoxicating” or a “3.2 percent malt” includes both intoxicating liquor, 3.2 percent malt liquor, and beverages which are distilled, fermented, spiritous, vinous.

APPLICANT. Any person making an application for a license under this Ordinance.

AUDITOR-TREASURER. As used in this ordinance, includes the Chisago County Auditor-Treasurer-Treasurer or their designee, including a deputy Auditor-Treasurer-treasurer, clerk, manager or assistant.

BARTENDING OR BARTENDING SERVICE. The provision of alcoholic beverages by an individual to guests at an event under circumstances that are not part of a commercial transactions for which a liquor license is not required.

BREW PUB. An establishment where the licensee holds one or more retail on-sale licenses and who manufactures fewer than 3,500 barrels of malt liquor in a year, at any one licensed premises, the entire productions of which is solely for consumption on tap on any license premises owned by the brewer, or for off-sale from those licensed premises as permitted in Minnesota Statutes section 340A.24, Sub.2

CLUB. An incorporated organization organized under the laws of the State for civic, fraternal, social, or business purposes, for intellectual improvement, or for the promotion of sports, or a congressionally chartered veterans’ organization, which (1) has more than 30 members; (2) has owned or rented a building or space in a building for more than one year that is suitable and adequate for the accommodation of its members; and (3) is directed by a board or directors, executive committee, or other similar body chosen by the members at a meeting held for that purpose.

CONSUMPTION AND DISPLAY. A permit, once issued by the Commissioner of Public Safety, is not effective until approved by the Board of Commissioners, authorizing owners, managers or proprietors of a restaurant, hotel, resort or club as defined in Minnesota Chapter 340A, to allow the establishment to permit the consumption and display of alcohol by members, patrons or visitors to the premises. The permit does not authorize the sale of alcohol on the premises. A permit does not authorize consumption or display between the hours of 1:00 a.m. and 2:00 a.m. unless specifically authorized by the Commissioner.

HEALTH OFFICER. A sanitarian employed by the Minnesota Department of Health, or other authorized representative of the Minnesota Department of Health

PERSON. An individual 18 years of age or older and is extended to include bodies politic and corporate, legal partnerships and other unincorporated associations.

RESTAURANT. An establishment or eating facility, other than a hotel, under the control of a proprietor or manager, where meals are regularly prepared on the premises, and served at tables to the general public, where a customer orders food from printed, posted or electronic menus and where the main food course is served and consumed while seated at a single location. To be a restaurant as defined by this section, an establishment shall have a license from the state as required by Minn. Stat. § 157.16, as it may be amended from time to time, and meet the definition of either a “small establishment,” “medium establishment” or “large establishment” as defined in Minn. Stat. § 157.16, subd. 3(d), as it may be amended from time to time. An establishment which serves prepackaged food that receives heat treatment and is served in the package or on a portion of a package, shall not be considered to be a restaurant for purposes of this Ordinance unless it meets the definitions of a “small establishment”, “medium establishment” or “large establishment”.

SALE, SELL or SOLD. All barter in all manners or means of furnishing alcohol or liquor. Such terms shall include all such transactions, whether for cash, credit, or other consideration.

UNDERAGE PERSON. Any natural person who has not yet reached the age of twenty-one (21) year.

SECTION 4. CONSUMPTION IN PUBLIC PLACES..

No person shall consume intoxicating liquor or 3.2 percent malt liquor in a public park, on any public street, sidewalk, parking lot or alley, or in any public place other than on the premises of an establishment licensed under this Ordinance, or where the consumption and display of liquor is lawfully permitted.

SECTION 5. TERM AND EXPIRATION OF LICENSES.

Each license shall be issued for a maximum period of one year. All licenses, except temporary licenses, shall expire on June 5 of each year unless another date is provided by Ordinance.

Temporary licenses expire according to their terms. Consumption and display permits issued by the Commissioner of Public Safety, and the accompanying consent to the permit, shall expire on March 31 of each year.

Licenses in effect at the time of the passage of this Ordinance shall expire on June 5 and the fees paid shall be prorated by the Auditor-Treasurer, or applied to a subsequent license issued in compliance with this Ordinance.

SECTION 6. GENERAL PROVISIONS.

(A) Auditor-Treasurer-Treasurer. The Chisago County Board authorizes the Chisago County Auditor-Treasurer-Treasurer to supervise the process for application for and issuance of licenses and the operations for licenses under this Ordinance, and those responsibilities shall include:

1. The Auditor-Treasurer shall have on file the applications for all licenses;
2. The Auditor-Treasurer shall prepare the necessary forms and processes for receipt and processing of applications for licenses under this Ordinance and obtain for the County Board the necessary reports and signature form the Environmental Services/Zoning Department, the Sheriff's Office and the County Attorney's

Office, any necessary verification from the Minnesota Department of Health, or other source.

- a. The Auditor-Treasurer shall monitor each applicant and licensee for compliance with the Ordinance,
- b. The Auditor-Treasurer may require an applicant or licensee to provide documentation or verification to the Auditor-Treasurer or assistant Auditor-Treasurer as needed to verify compliance.
- c. The Auditor-Treasurer has authority to provide notice of non-compliance and may take necessary steps to commence action against the license, including suspension and revocation.

(B) **Application for Renewal of License.** No later than April 30th of each year, an application for renewal shall be filed with the County. The decision whether or not to renew a license rests within the sound discretion of the Board. No licensee has a right to have a license issued under this Ordinance issued for a subsequent year.

(C) **Transfer of License.** No license under this Ordinance may be transferred to another person or assumed by another person without approval by the Board. Any transfer of stock or ownership of a corporate licensee is deemed to be a transfer of the license, and a transfer of stock without prior Board approval is a ground for revocation of the license, requiring a new application by the newly formed corporation or entity. An application to transfer a license shall be treated the same as an application for a new license, and all of the provision of this Ordinance applying for a license shall apply

SECTION 7. TYPES OF LIQUOR LICENSES .

The County is authorized to issue the following licenses:

- (A) *3.2 Percent Malt Liquor On-sale Licenses.* May be issued only to golf courses, restaurants, hotels, clubs, bowling centers, and establishments used exclusively for the sale of 3.2 percent malt liquor with the incidental sale of tobacco and soft drinks.
- (B) *3.2 Percent Malt Liquor Off-sale License.*
- (C) *Brewer Taproom License.* May be issued to the holder of a brewer's license as provided in Minn. Stat. 340A.301, Sub.6 (c), (i), or (j) as it may be amended from time to time, authorizing on-sale of malt liquor produced by the brewer for consumption on the premises or adjacent to one brewery location owned by the brewer. A brewer may have only one taproom license and may not have ownership in a brewer licensed under Minn. Stat. 340A.301, Subd. 6(d) as it may be amended from time to time. A brewer taproom license may not be issued to a brewer that brews more than 250,000 barrels of malt liquor annually or a winery that produces more than 250,000 gallons of wine annually. Within ten days of issuing a brewer taproom license the Auditor-Treasurer-Treasurer will inform the Commissioner of Public Safety of the licensee's name, address, trade name and the effective date and expiration date of the license. The Auditor-Treasurer-Treasurer will inform the Commissioner of Public Safety of a license transfer, cancellation, suspension, or revocation during the license period.
- (D) *Temporary 3.2 percent malt liquor licenses.* May be issued only to a club, charitable, religious, or nonprofit organization.
- (E) *On-sale intoxicating liquor licenses,* May be issued to the following establishments as defined by Minn. Stat. § 340A.101, as it may be amended from time to time, and this

Ordinance: hotels, restaurants, bowling centers, theaters, clubs or congressionally chartered veterans organizations, theaters and exclusive liquor stores.

- (F) *Club license.* May be issued only with the approval of the Commissioner of Public Safety. The fee for club licenses established by the Board under Section 7 of this Ordinance shall not exceed the amounts provided for in Minn. Stat. § 340A.408, subd. 2(b) as it may be amended from time to time. The Board may, in its discretion, authorize a retail on-sale licensee to dispense intoxicating liquor off the licensed premises at a community festival held within the County under the provisions of Minn. Stat. § 340A.404, subd. 4(b) as it may be amended from time to time.
- (G) *Sunday on-sale intoxicating liquor licenses.* May be issued by the County after authorization to do so by voter approval at a general or special election as provided by Minn. Stat. § 340A.504, subd. 3, as it may be amended from time to time. Sunday on-sale intoxicating liquor licenses may be issued only to a restaurant as defined in Section 3 of this Ordinance, club, bowling center, or hotel which has a seating capacity of at least 30 persons, which holds an on-sale intoxicating liquor license, and which serves liquor only in conjunction with the service of food. The maximum fee for this license, which shall be established by the Board under the provisions of Section 7 of this Ordinance, shall not exceed \$200, or the maximum amount provided by Minn. Stat. § 340A.504, subd. 3(c) as it may be amended from time to time.
- I) *Temporary on-sale intoxicating liquor licenses.* May be issued with the approval of the Commissioner of Public Safety, which may be issued only in connection with a social event sponsored by a club, charitable, religious, or other nonprofit corporation that has existed for at least three years; a political committee registered under state law; or a state university. No license shall be for longer than four consecutive days, and the County shall issue no more than 12 days' worth of temporary licenses to any one organization in one calendar year.
- (J) *On-sale wine licenses.* May be issued by the County with the approval of the Commissioner of Public Safety to:
 - 1. restaurants that have facilities for seating at least 25 guests at one time and meet the criteria of Minn. Stat. § 340A.404, subd. 5, as it may be amended from time to time, and which meet the definition of restaurant in Section 3;
 - 2. to licensed bed and breakfast facilities which meet the criteria in Minn. Stat. § 340A.4011, subd. 1, as it may be amended from time to time and to theaters that meet the criteria of Minn. Stat. § 340A.404, subd. 1(b) as it may be amended from time to time.
 - 3. The fee for an on-sale wine license established by the Board under the Fee Schedule, shall not exceed one-half of the license fee charged for an on-sale intoxicating liquor license. The holder of an on-sale wine license who also holds an on-sale 3.2 percent malt liquor license is authorized to sell malt liquor with a content over 3.2 percent (strong beer) without an additional license.
- (K) *Consumption and display permits.* Permit may be issued by the Commissioner of Public Safety, and requires the approval of the Board. The maximum amount of the additional fee which may be imposed by the Board on a person who has been issued a consumption and display permit under the provisions of Section 7 of this Ordinance shall not exceed \$300, or the maximum amount permitted by Minn. Stat. § 340A.414,

subd. 6, as it may be amended from time to time. Consumption and display permits shall expire on March 31 of each year.

SECTION 8. LICENSE FEES; PRO RATA.

- (A) No license or other fee established by the County shall exceed any limit established by Minn. Stat. Ch. 340A, as it may be amended from time to time, for a liquor license.
- (B) The Board may establish from time to time in the Ordinance Establishing Fees and Charges the fee for any of the liquor licenses it is authorized to issue. The license fee may not exceed the cost of issuing the license and other costs directly related to the enforcement of the liquor laws and this Ordinance. No liquor license fee shall be increased without providing mailed notice of a hearing on the proposed increase to all affected licensees at least 30 days before the hearing.
- (C) The fee for all licenses, except temporary licenses, granted after the commencement of the license year shall be prorated on a quarterly basis.
- (D) All license fees shall be paid in full at the time the application is filed with the County. If the application is denied, the license fee shall be returned to the applicant.
- (E) A refund of a pro rata share of an annual license fee may occur only if authorized by Minn. Stat. § 340A.408, subd. 5, as it may be amended from time to time.

SECTION 9. BOARD DISCRETION TO GRANT OR DENY A LICENSE.

The Board in its discretion may either grant or deny the application for any license or for the transfer or renewal of any license. No applicant is entitled to a license under this Ordinance, simply based upon the submission of an application to the Auditor-Treasurer-Treasure

SECTION 10. APPLICATION FOR LICENSE.

- (A) *FORM*. Every application for a license issued under this Ordinance shall be on a form provided by the County.
 - 1. Every application shall state the name of the applicant, the applicant's age, representations as to the applicant's character, with references as the Board may require, the type of license applied for, the business in connection with which the proposed license will operate and its location, a description of the premises, whether the applicant is owner and operator of the business, how long the applicant has been in that business at that place, and other information as the Board may require from time to time.
 - 2. An application for an on-sale intoxicating liquor license shall be in the form prescribed by the Commissioner of Public Safety and shall also contain the information required in this section. The form shall be verified and filed with the County.
 - 3. No person shall make a false statement in an application. False statements or intentional misrepresentations of information may result in the denial of an application or, if identified after issuance of the license may result in suspension or revocation of the license.
- (B) *ELIGIBILITY OF APPLICANT*. No license shall be issued to:
 - 1. Any person not of a good moral character or repute;
 - 2. Any person not of legal age to consume liquor;

3. A person who has had an intoxicating liquor or 3.2 percent malt liquor license revoked within five years of the license application, or to any person who at the time of the violation owns any interest, whether as a licensee, as a partner, investor or otherwise, in the premises or in the business conducted thereon or in, or to a corporation, partnership, association, enterprise, business, or firm in which any such person is in any manner interested.
 4. No retail license may be issued to, and the County Board may refuse to renew the license of a person who within five years of the license application has been convicted of a felony or willful violation of federal or state law or local Ordinance governing the manufacture, sale distribution or possession for sale or distribution of an alcoholic beverage.
- (C) *FINANCIAL RESPONSIBILITY.* Prior to the issuance of any license under this Ordinance, the applicant shall demonstrate proof of financial responsibility as defined in Minn. Stat. § 340A.409, as it may be amended from time to time, with regard to liability under Minn. Stat. § 340A.801, as it may be amended from time to time.
1. This proof will be filed with the County and the Commissioner of Public Safety. Any liability insurance policy filed as proof of financial responsibility under this section shall conform to Minn. Stat. § 340A.409, as it may be amended from time to time.
 2. Operation of a business which is required to be licensed by this Ordinance without having on file with the County at all times effective proof of financial responsibility is a cause for revocation of the license.
- (D) *DESCRIPTION OF PREMISES.* The application shall specifically describe the compact and contiguous premises within which liquor may be dispensed and consumed. The description may not include any parking lot or sidewalk.
- (E) *INVESTIGATION.*
1. *Preliminary background and financial investigation.*
 - a. On an initial application for a license, on an application for transfer of a license and, in the sound discretion of the Board that it is in the public interest to do so, on an application for renewal of a license, the County shall conduct a preliminary background and financial investigation of the applicant or it may contract with the Commissioner of Public Safety for the investigation.
 - b. The applicant shall pay with the application an investigation fee that is amended from time to time by County Ordinance which shall be in addition to any license fee.
 - c. The results of the preliminary investigation shall be sent to the Commissioner of Public Safety if the application is for an on-sale intoxicating liquor license or an on-sale wine license.
 - (2) *Comprehensive background and financial investigation.*
 - a. If the results of a preliminary investigation warrant, in the sound discretion of the Board, a comprehensive background and financial investigation, the Board may either conduct the investigation by assigning the investigation to the Auditor-Treasurer or the Chisago County Sheriff, or contract with the Commissioner of Public Safety for the investigation.

- b. The applicant shall pay with the application an investigation fee that is amended from time to time by County Ordinance which shall be in addition to any license fee.
- c. The fee shall be paid in advance of any investigation and the amount actually expended on the investigation shall not be refundable in the event the application is denied.
The results of the comprehensive investigation shall be sent to the Commissioner of Public Safety if the application is for an on-sale intoxicating liquor license or an on-sale wine license.

(F) *APPLICATIONS FOR RENEWAL.*

Approximately 60 days before a license issued under this Ordinance is to be renewed, an application for renewal shall be filed with the county. The decision whether or not to renew a license rests within the sound discretion of the Board. No licensee has a right to have the license renewed.

(G) *TRANSFER OF LICENSE.*

No license issued under this Ordinance may be transferred without the approval of the Board. Any transfer of stock of a corporate licensee is deemed to be a transfer of the license, and a transfer of stock without prior Board approval is a ground for revocation of the license. An application to transfer a license shall be treated the same as an application for a new license, and all of the provisions of this code applying to applications for a license shall apply.

SECTION 11. RESTRICTIONS ON ISSUANCE.

- (A) Each license shall be issued only to the applicant for the premises described in the application.
- (B) Not more than one license shall be directly or indirectly issued within the County to any one person.
- (C) No license shall be granted or renewed for operation on any premises on which taxes, assessments, utility charges, service charges, or other financial claims of the County are delinquent and unpaid.
- (D) No license shall be issued for any place or any business ineligible for a license under state law.
- (E) No license shall be granted within 500 feet of any school or church. The distance is to be measured from the closest side of the church to the closest side of the structure on the premises within which liquor is to be sold.

SECTION 12. CONDITIONS OF LICENSE.

The failure of a licensee to meet any one of the conditions of the license specified below shall result in a suspension of the license until the condition is met or revocation of the license if the licensee has violated the conditions or terms of the license four or more times.

- (A) Every licensee is responsible for the conduct of the place of business and the conditions of sobriety and order in the business or at the establishment, including sidewalks, parking areas or other outdoor spaces. The act of any employee on the licensed premises is deemed the act of the licensee, and the licensee shall be liable to all penalties provided

by this Ordinance as to any employee, partner, associate or person under the control of the licensee.

- (B) Every licensee shall allow any peace officer, health officer, County employee, or any other person designated by the Board to conduct compliance checks and to otherwise enter, inspect, and search the premises of the licensee during business hours and after business hours during the time when customers remain on the premises without a warrant.
- (C) No on-sale establishment shall display liquor to the public during hours when the sale of liquor is prohibited.
- (D) Compliance with financial responsibility requirements of state and federal law and of this Ordinance is a continuing condition of any license.

SECTION 13. HOURS AND DAYS OF SALE.

- (A) The hours of operation and days of sale shall be those set by Minn. Stat. § 340A.504, as it may be amended from time to time, except that the Board may, by resolution or Ordinance, provide for more restrictive hours than state law allows. Sale of intoxicating liquor between the hours of 1 a.m. and 2 a.m. is only allowed after obtaining a permit from the Commissioner of Public Safety.
- (B) No person shall consume, nor shall any on-sale licensee permit any consumption of intoxicating liquor or 3.2 percent malt liquor in an on-sale licensed premises more than 30 minutes after the time when a sale can legally occur.
- (C) No on-sale licensee shall permit any glass, bottle, or other container containing intoxicating liquor or 3.2 percent malt liquor to remain upon any table, bar, stool, or other place where customers are served, more than 30 minutes after the time when a sale can legally occur.
- (D) No person, other than the licensee and any employee, shall remain on the on-sale licensed premises more than 30 minutes after the time when a sale can legally occur.
- (E) Any violation of any condition of this section may be grounds for revocation or suspension of the license.

SECTION 14. MINORS ON PREMISES.

- (A) No person under the age of 18 years shall be employed in any rooms constituting the place in which intoxicating liquors or 3.2 percent malt liquor are sold at retail on sale, except that persons under the age of 18 may be employed as musicians or to perform the duties of a bus person, host or dishwashing services in places defined as a restaurant, hotel, motel or other multi-purpose building serving food in rooms in which intoxicating liquors or 3.2 percent malt liquor are sold at retail on sale.
- (B) No person under the age of 21 years may enter a licensed establishment except to work, consume meals on premises that qualify as a restaurant, or attend social functions that are held in a portion of the premises where liquor is not sold.

SECTION 15. RESTRICTIONS ON PURCHASE AND CONSUMPTION.

No person shall mix or prepare liquor for consumption in any public place of business unless it has a license to sell on-sale, or a permit from the Commissioner of Public Safety under the provisions of Minn. Stat. § 340A.414, as it may be amended from time to time, which has been approved by the Board, and no person shall consume liquor in any such place.

SECTION 16. SUSPENSION AND REVOCATION.

- (A) The County Board shall either suspend for a period not to exceed 90 days or revoke any liquor license upon finding that the licensee has failed to comply with any applicable statute, regulation, or provision of this Ordinance relating to liquor. Except in cases of lapse of proof of financial responsibility, no suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing pursuant to the Administrative Procedures Act, Minn. Stat. §§ 14.57 to 14.70, as it may be amended from time to time. The Board may at its discretion, act as the hearing body under that act, appoint another hearing officer to preside over a hearing, or it may contract with the Office of Administrative Hearings for a hearing officer to preside and render a recommendation to the Board.
- (B) The following are the minimum periods of suspension or revocation which shall be imposed by the Board for violations of the provisions of this Ordinance or Minn. Stat. Ch. 340A, as it may be amended from time to time or any rules promulgated under that chapter as they may be amended from time to time:
1. For commission of a felony related to the licensed activity, sale of alcoholic beverages while the license is under suspension or sale of intoxicating liquor where the only license is for 3.2 percent malt liquor the license shall be revoked.
 2. The license shall be suspended by the Board after a finding under division (A) that the licensee has failed to comply with any applicable statute, rule, or provision of this Ordinance for at least the minimum periods as follows:
 - a. For the first violation within any three-year period, at least one day suspension in addition to any criminal or civil penalties which may be imposed.
 - b. For a second violation within any three-year period, at least three consecutive days suspension in addition to any criminal or civil penalties which may be imposed.
 - c. For the third violation within any three-year period, at least seven consecutive days suspension in addition to any criminal or civil penalties which may be imposed.
 - d. For a fourth violation within any three-year period, the license shall be revoked.
 3. The Board shall select the day or days during which the license will be suspended.
- (C) Lapse of required proof of financial responsibility shall effect an immediate suspension of any license issued pursuant to this Ordinance or state law without further action of the Board. Notice of cancellation or lapse of a current liquor liability policy shall also constitute notice to the licensee of the impending suspension of the license. The holder of a license who has received notice of lapse of required insurance or of suspension or revocation of a license may request a hearing thereon and, if a request is made in writing to the Auditor-Treasurer-Treasurer, a hearing before the Board shall be granted within ten days. Any suspension under this division (B) shall continue until the Board determines that the financial responsibility requirements of state law and this Ordinance have again been met.
- (D) The provisions of Section 20 pertaining to administrative penalty may be imposed in addition to or in lieu of any suspension or revocation under this Ordinance.

SECTION 17. PENALTIES.

- (A) Any person violating the provisions of this Ordinance or Minn. Stat. Ch. 340A as it may be amended from time to time or any rules promulgated under that chapter as they may be amended from time to time is guilty of a misdemeanor and upon conviction shall be punished as provided by law.
- (B) The Board shall impose a civil penalty of up to \$2,000 for each violation of Minn. Stat. Ch. 340A, as it may be amended from time to time, and of this Ordinance. Conviction of a violation in a court of law is not required in order for the Council to impose the civil penalty. A hearing under the Administrative Procedures Act, Minn. Stat. §§ 14.57 to 14.70, as it may be amended from time to time, is not required before the penalty is imposed, but the Board shall hold a hearing on the proposed violation and the proposed penalty and hear any person who wishes to speak. Non-payment of the penalty is grounds for suspension or revocation of the license. The following is the minimum schedule of presumptive civil penalties which must be imposed in addition to any suspension unless the license is revoked:
- (1) For the first violation within any three-year period, \$500.
 - (2) For the second violation within any three-year period, \$1,000.
 - (3) For the third and subsequent violations within any three-year period, \$2,000.
- (C) The term "violation" as used in Section 20 includes any and all violations of the provisions in this section, or of Minn. Stat. Ch. 340A, as it may be amended from time to time or any rules promulgated under that chapter as they may be amended from time to time. The number of violations shall be determined on the basis of the history of violations for the preceding three-year period. Revocation shall occur within 60 days following a violation for which revocation is imposed.

SECTION 18. EFFECTIVE DATE

This Ordinance becomes effective on the date of its publication, or upon the publication of a summary of the Ordinance as provided by Minn. Stat. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10, as it may be amended from time to time.

SECTION 19. SUMMARY APPROVED

The Board hereby determines that the text of the summary of this Ordinance marked "Official Summary of Ordinance No. _____," and a copy of which is attached to this Ordinance, clearly informs the public of the intent and effect of this Ordinance. The Board further determines that publication of the title and this summary will clearly inform the public of the intent and the effect of this Ordinance. The Clerk of the Board shall file a copy of this Ordinance and the summary in the Clerk's office which shall be available for inspection by any person during regular office hours.

| Passed/Enacted by the County Board of Chisago County, Minnesota this _____ day of Month, Year.

Chair

Attested:

Clerk

Reviewed and Approved as to Form:

JANET REITER

CHISAGO COUNTY ATTORNEY

By:

Jeffrey B. Fuge, Assistant County Attorney

Dated:

OFFICIAL SUMMARY OF ORDINANCE NO. _____,

AN ORDINANCE REGULATING THE POSSESSION, SALE AND CONSUMPTION OF INTOXICATING AND 3.2 PERCENT MALT LIQUOR WITHIN CHISAGO COUNTY, MINNESOTA

The following is the official summary of Ordinance No. _____, which was passed by the County Board on _____.

A printed copy of this Ordinance is available for inspection by any person at the office of the Clerk of the Board during normal business hours.

The Ordinance regulating the possession, sale and consumption of intoxicating and 3.2 percent malt liquor within this County contains the following provisions.

Section 1 adopts Minn. Stat. Ch. 340A, as it may be amended from time to time, by reference.

Section 2 permits the County to be more restrictive than state law concerning the sale and possession of alcoholic beverages.

Section 3 defines multiple terms used, including, but not limited to: "liquor" and "restaurant" as those terms are used in the Ordinance.

Section 4 provides that no person shall consume intoxicating liquor or 3.2 percent malt liquor in a public park, on any public street, sidewalk, parking lot or alley, or in any public place other than on the premises of an establishment licensed under this Ordinance, or where the consumption and display of liquor is lawfully permitted.

Section 5 establishes the term and expiration dates for licenses.

Section 6 establishes general provision for license issuance.

Section 7 establishes the kinds of licenses which may be issued:

- 3.2 percent malt liquor on-sale
- 3.2 percent malt liquor off-sale
- Brewer Taproom License
- Temporary 3.2 percent malt liquor
- On-sale intoxicating liquor
- Club license.
- Sunday on-sale intoxicating liquor
- Temporary on-sale intoxicating liquor
- On-sale wine
- Consumption and display

Section 8 authorizes the establishment of license fees by Ordinance or resolution.

Section 9 permits the Board, in its discretion, to grant or deny applications for licenses, or for the transfer or renewal of any license.

Section 10 describes the information required in an application for a license, including the form, eligibility, financial responsibilities, description of the premises, and investigations.

Section 11 provides for restrictions on the issuance of licenses

Section 12 provides conditions of licenses, including the licensee's responsibilities for conduct on the premises and allowing for inspections

Section 13 provides for the hours of sale.

Section 14 prohibits minors on the premises.

Section 15 establishes restrictions on the purchase and consumption, except as provided for by statute.

Section 16 establishes the circumstances and procedures for suspension and revocation of a license. The Board is required to either suspend for a period not to exceed 60 days or revoke any liquor license upon finding that the licensee has failed to comply with any applicable statute, regulation or provision of this Ordinance relating to liquor. Lapse of required proof of financial responsibility shall affect an immediate suspension of any license issued pursuant to this Ordinance or state law without further action of the Board. Notice of cancellation or lapse of a current liquor liability policy shall also constitute notice to the licensee of the impending suspension of the license. A schedule of minimum periods of suspension and for revocation is established.

Section 17 provides for penalties for violating this Ordinance, including a schedule of civil penalties.

Section 18 establishes the effective date of the Ordinance which is the date of the publication of this summary of the Ordinance.

Section 19 approves this summary of the Ordinance.

This summary was approved by the Chisago County Board of Commissioner of Chisago County Minnesota, on _____, _____.

Chair

Attested:

Clerk of the Board

Liquor License Fees

Mn Statute requires 30 day notice to license holders and a public hearing before liquor license fees can be increased.

License	Current Fee	Proposed Fee	Notes
Consumption and Display	\$ 250.00	\$ 300.00	Currently no County Ordinance allowing permit. Statute -State Fee \$250. County can impose fee not more than \$300.
On-Sale Intoxicating Liquor	\$ 1,000.00	\$ 2,000.00	Statute - Fee is intended to cover the costs of issuing and inspecting and other directly related costs of enforcement.
Off-Sale Intoxicating Liquor	\$ 100.00	\$ 200.00	Statute -Fee not to exceed \$800
Sunday Liquor	\$ 100.00	\$ 200.00	Statute-Restaurant, club, bowling center, or hotel with a seating capacity for at least 30 persons and which holds an on-sale intoxicating liquor license. Fee not to exceed \$200.
2 am Liquor	\$ 300.00	State Fee	Currently no County Ordinance allowing. County must have 2 am ordinance to allow sales after 1 am.
Wine	\$ 300.00	\$ 600.00	Statute-Fee not to exceed 1/2 of the license for on-sale intoxicating, or \$2000, whichever is less
Wine & 3.2% Malt Liquor (Strong Beer)	\$ 350.00	\$ 750.00	Statute-If County ordinance allows, a licensee holds wine and 3.2% malt liquor licenses may sell intoxicating malt liquor. Currently no County Ordinance allowing.
On-Sale 3.2 Malt Liquor*	\$ 50.00	\$ 150.00	Statute - 1/2 of fee goes to Twp
Off-Sale 3.2 Malt Liquor*	\$ 5.00	\$ 50.00	Statute - 1/2 of fee goes to Twp
On/Off-Sale 3.2 Malt Liquor*	\$ 55.00	\$ 225.00	Statute - 1/2 of fee goes to Twp
Temporary 1-4 Day On-Sale Intoxicating Liquor	\$ 300.00	\$ 350.00	Per Event
New License Investigation Fee-In State	\$ -	\$ 200.00	Statute-Fee up to \$500
New License Investigation Fee-Out of State	\$ -	Actual Cost	Statute-Fee actual cost (but not more than \$10,000)
License Renewal - Late Fee	\$ -	\$ 100.00	Per License



Chisago County

2022
Annual Report
Midwest Medical
Examiner's Office

The Midwest Medical Examiner's Office provides death investigative and consulting services that honor those who have died by providing scientific, consistent, and compassionate investigation into the circumstance of death.

146
#17

Medical
Examiner
Cases

Jurisdiction	
Assumed	54
Declined	295
Total	349

Exam Type	
Complete	15
Partial	3
External	7
Medical Record Review	29
Bones/Tissue	0
Total	54

Manner of Death

Manner	
Homicide	0
Accident	29
Natural	19
Suicide	6
Undetermined	0

Accident
Type

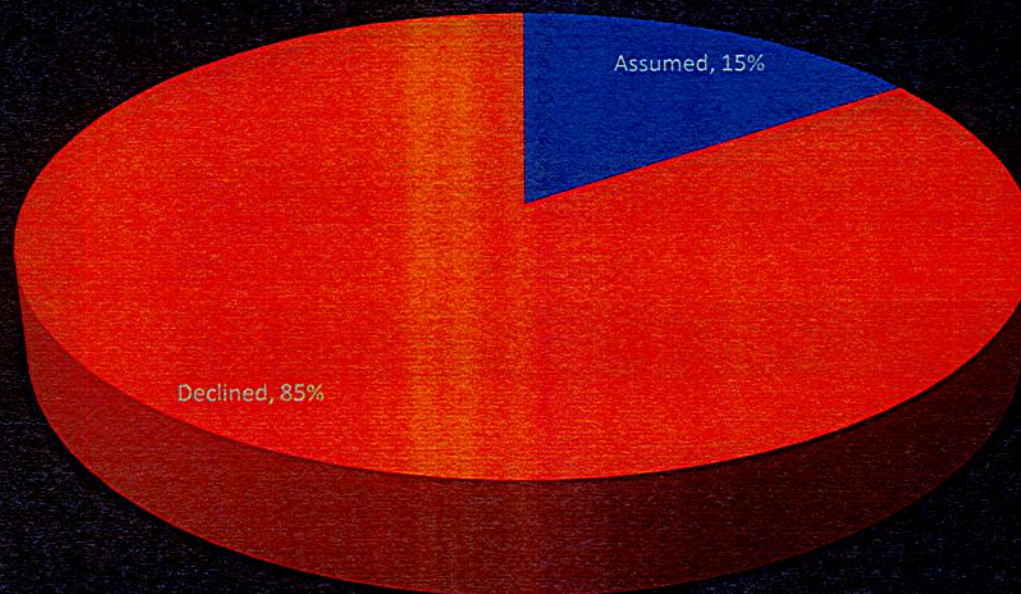
Accident - Subclassification

Accident, NOS	0
Alcohol related	0
Asphyxia	0
Blunt force injuries	20
Drowning	0
Drugs/Substance Abuse	8
Electrocution/Lightning	0
Environmental exposure	1
Fire	0
Gunshot wounds	0
Sharp Force Injuries	0
Unsafe Sleep/Positional Asphyxia (Infant)	0

Blunt Force
Injuries in
Detail

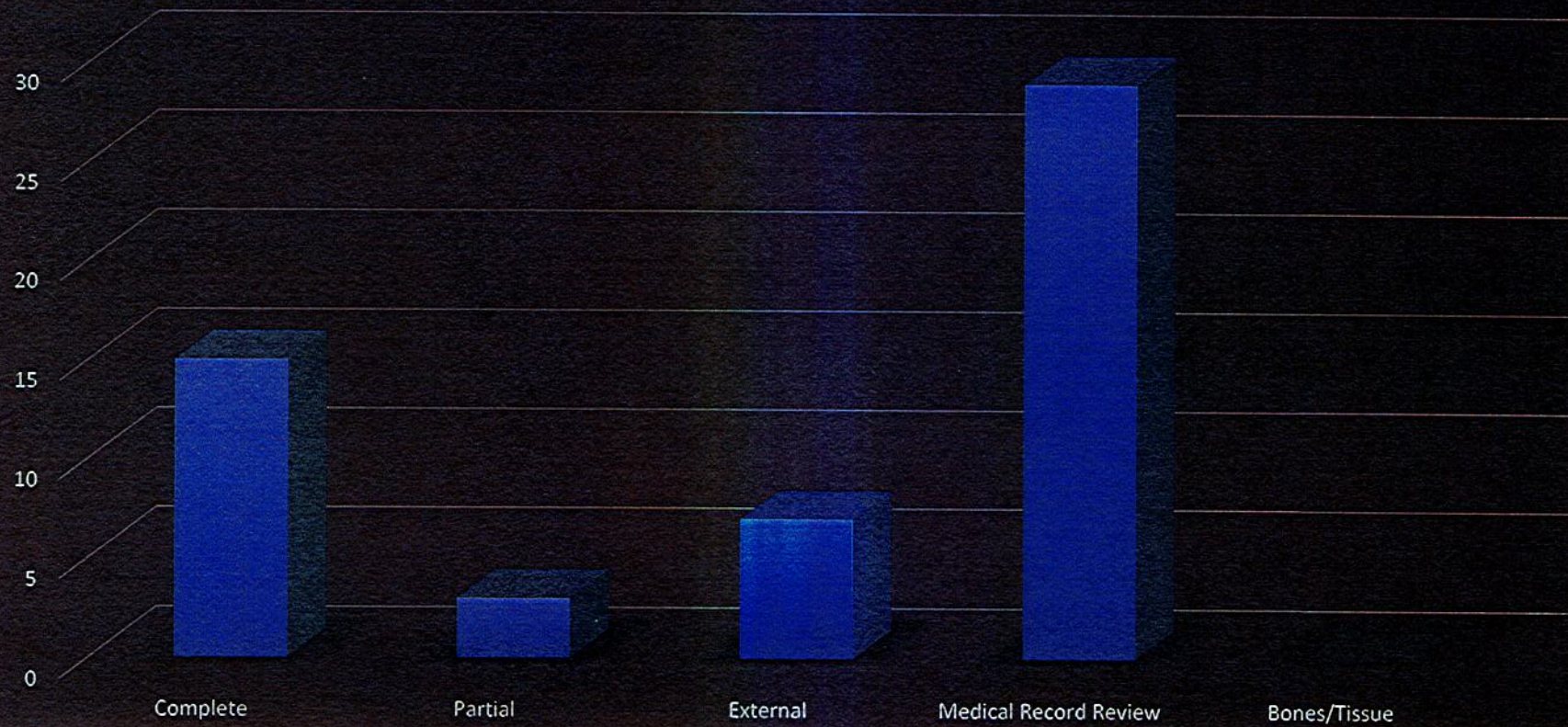
Blunt Force Injuries	
Motor Vehicle Accident (MVA)	6
Non-Motor Vehicle Accident (Non-MVA)	14

Jurisdiction

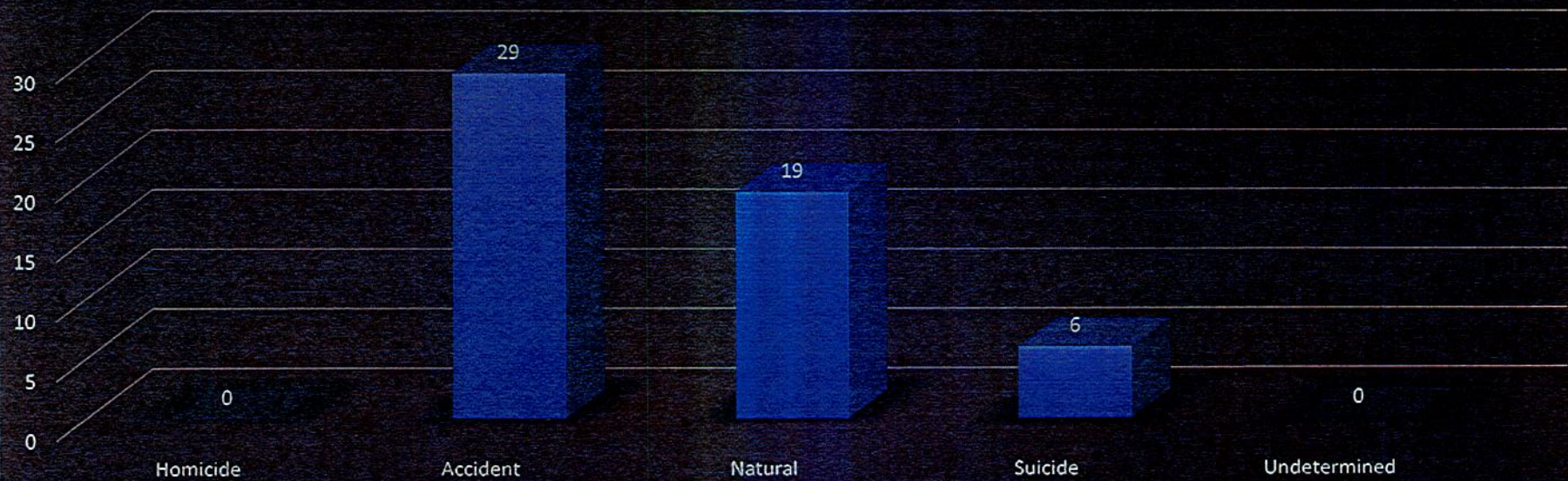


■ Assumed ■ Declined

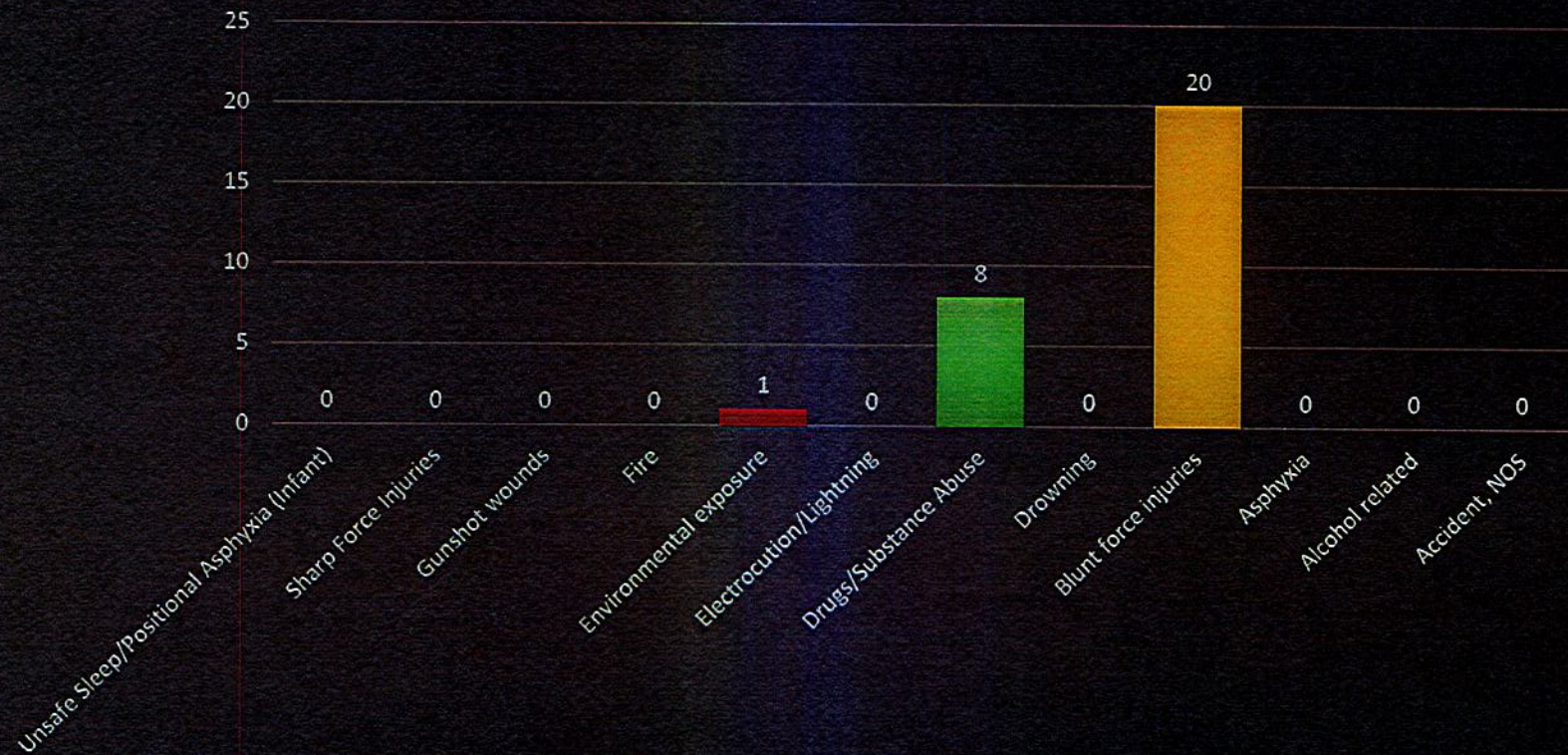
Exam Type



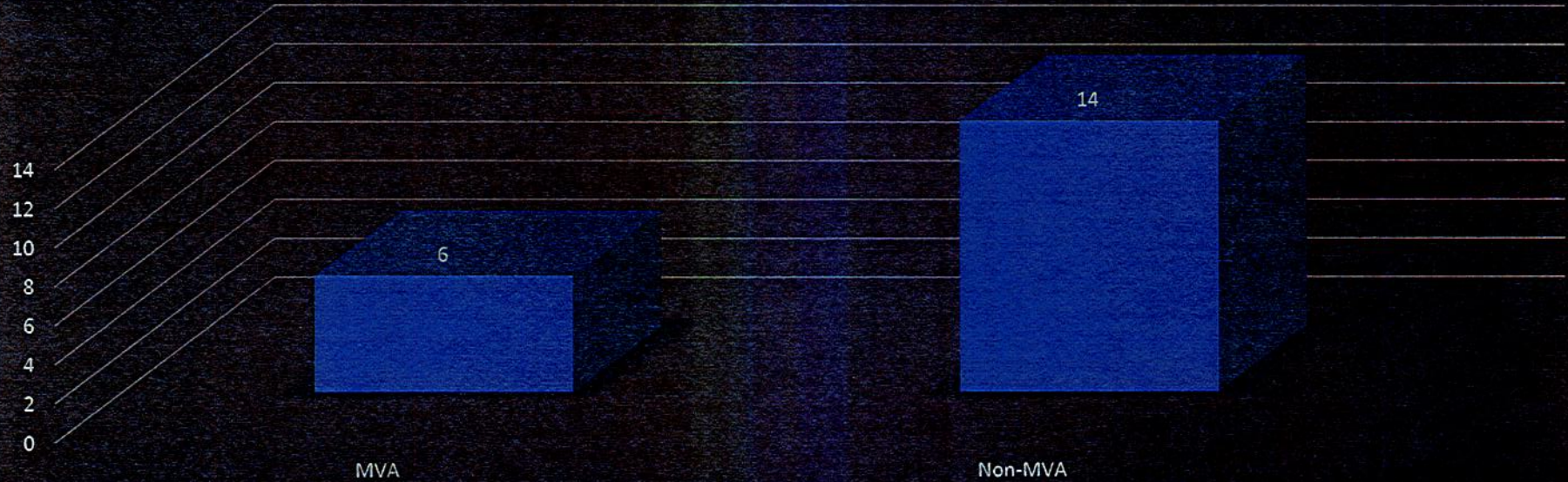
Manner of Death



Accident Subclassification



Blunt Force Injuries



Contact Information

Midwest Medical Examiner's Office
14341 Rhinestone St NW
Ramsey, MN, 55303
(763) 324-4400

www.midwestmedicalexaminer.com



Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 18
Title of Item for Consideration: 2023 State of Minnesota Boat and Water Safety Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: No previous action has been taken.	
Background: This is the 2023 State of Minnesota Annual County Boat and Water Safety Grant that provides up to \$12,318 for equipment, supplies, and wages. Attachment(s): Copy of State Grant	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2023 State of Minnesota Boat and Water Safety Grant. The following motion is suggested: <i>“Move to approve the 2023 State of Minnesota Annual County Boat and Water Safety Grant as provided.”</i>	
Implications of Action: Approving this annual State Grant will provide the Sheriff's Office an additional \$12,318 to be used for equipment, supplies, and wages. Budget/Financial Implications: The grant provides for up to \$12,318 paid back to the County for approved expenditures. Legal/Policy Implications: This State Grant has been reviewed and has been found to be in compliance with Chisago County policies, as well as all Local, State, and Federal Laws. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve CB	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



DEPARTMENT OF NATURAL RESOURCES

2023 STATE OF MINNESOTA ANNUAL COUNTY BOAT AND WATER SAFETY GRANT CONTRACT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract#

226028

PO#

3-226670

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2023	Source Type State	Vendor Number 0000197284-001
Total Amount \$12318	Project ID R29CG70CBLA21	Billing Location R297000221	UEI GVHPL2BDV794	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A7CG002
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Grant Begin Date January 1, 2023	Grant End Date June 30, 2024
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Grantee Name and Address:

Chisago County Sheriff's Office
313 N. Main St. #100
Center City, MN 55012

Payment Address:

(where DNR sends the check)
Chisago Co. Treasurer
313 N. Main St. #274
Center City, MN 55012

**2023 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Chisago County Sheriff's Office, 313 N. Main St. #100, Center City, MN 55012, (GVHPL2BDV794) ("Grantee"). The payment address for this grant contract agreement is Chisago Co. Treasurer, 313 N. Main St. #274, Center City, MN 55012.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** January 1, 2023 or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2023 grant expenditures incurred back to effective date. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

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

Provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract.

The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

The grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a)(1), and 2CFR 200.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

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

4 Consideration and Payment

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

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to twelve thousand three hundred eighteen dollars (\$12,318).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed twelve thousand three hundred eighteen dollars (\$12,318).
- (c) **Match:** *Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without written authorization from the State's Authorized Representative.*

4.2 Payment

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:
<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>
- (c) The grantee agrees if it subcontracts any portion of the project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the state. The grantee also agrees to comply with 2 CFR 200.318-3321 and 2 CFR 200.323-326.

5 Conditions of Payment

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

6 Authorized Representative

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

The Grantee's Authorized Representative is Sheriff Brandon Thven, Chisago County Sheriff's Office, 313 N. Main St. #100, Center City, MN 55012. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

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

9 Audits (State and Single)

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

If the grantee expends \$750,000 or more of Federal awards in a fiscal year, they must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit and Administrative Awards Requirements for Federal Awards. This is \$750,000 in total Federal awards received from all sources. The grantee will forward a copy of the audit report to both the State's Authorized Representative and the State Auditor.

- 10 **Government Data Practices and Intellectual Property**
10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 11 **Workers' Compensation**
The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
- 12 **Publicity and Endorsement**
12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.
12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 13 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14 **Termination**
14.1 **Termination by the State.** The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:
(a) It does not obtain funding from the Minnesota Legislature.
(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15 **Data Disclosure**
Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.
- 16 **American Disabilities Act**
The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

17 **Non-Discrimination Requirements**

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

18 **Invasive Species Prevention**

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.

The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 **Whistleblower Protection Rights**

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- _____ A. State Boat Grant Contract Agreement
- _____ B. Exhibit A
- _____ C. Exhibit B
- _____ D. Conflict of Interest Disclosure

1. **STATE ENCUMBRANCE VERIFICATION**

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

Signed: Pamela D. Brisson
Digitally signed by Pamela D. Brisson
Date: 2023.03.21 09:42:51 -05'00'

3. **STATE AGENCY: NATURAL RESOURCES**

By: _____
(With delegated authority)

SWIFT Contract # 226028

Purchase Order # 3-226670

2. GRANTEE:

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

By: _____

Title: _____

Date: _____

Distribution:

1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

By: _____

Title: _____

Date: _____

Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

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

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee or a grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name:

Project Name: 2023 State Boat Grant

Legal Citation: Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.

Authorized Representative Printed Name:

Authorized Representative Signature/Date:

Chisago County Request For Board Action

Meeting Date: April 5, 2023	Item Number: 19
Title of Item for Consideration: Larkin and Associates Master Client Agreement	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: Chisago County had an election Security Assessment at First Entry (SAFE) audit for physical and operational security at the Government Center. This audit was on behalf of the U.S. Department of Homeland Security (DHS) and Cybersecurity and Infrastructure Security Agency (CISA). The audit determined that the County should upgrade the Continuing of Operations Plan (COOP). The County's Emergency Operations Plan (EOP) was also past due for an upgrade. This agreement will provide services for the County to upgrade our COOP and EOP plans. These plans will assist all areas of the county and its citizens.	
Attachment(s): - Master Client Agreement - Chisago County EOP Revision and COOP Planning Quote	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Larkin and Associates Master Client Agreement. The suggested motion is as follows: <i>"Move to approve the Larkin and Associates Master Client Agreement."</i>	
Implications of Action: This will bring the county into compliance with the required Continuing of Operations Plan (COOP) and will assist with a much-needed Emergency Operations Plan (EOP) upgrade.	
Budget/Financial Implications: Emergency Management Director, Scott Sellman, has previously presented this project and the funds have been set aside under the ARPA Funding Project # ARPA-0342-EMGT.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

**MASTER CLIENT AGREEMENT
BETWEEN LARKIN AND ASSOCIATES AND COUNTY OF CHISAGO**

THIS MASTER CLIENT AGREEMENT (The "MCA" or the "Agreement"), dated as of March 1, 2023, is by and between LARKIN AND ASSOCIATES, LLC, DBA *Beacon Safety Services*, a Corporation incorporated under the laws of Minnesota, hereinafter referred to as "Consultant"; and CHISAGO COUNTY, a county government entity organized under the laws of Minnesota, hereinafter referred to as "Client".

WHEREAS, Larkin and Associates, LLC, DBA *Beacon Safety Services* is an experienced contingency planning and emergency preparedness consulting company engaged in the creation of emergency management and continuity plans on behalf of third parties; and,

WHEREAS, Chisago County, desires to conduct emergency preparedness, planning and response support activities on behalf of the county, and

WHEREAS, Consultant represents that it is duly qualified and willing to perform the services set forth herein.

WHEREAS, Client seeks to engage and utilize consultant's skill, expertise and knowledge for the performance of certain projects, on the terms and conditions as described herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Services.** Larkin and Associates, LLC, dba *Beacon Safety Services* shall perform the services described in an applicable Statement of Work ("SOW") which may be subsequently agreed to and signed by the parties and attached hereto. When such fully executed SOWs are attached hereto, they shall be, by this reference, fully incorporated into this Agreement as a material part thereof. Each SOW shall contain, at minimum, a description of the work to be performed, the timeline that such work is anticipated to be performed within, and an estimated cost of the work described in such SOW.
 - a. **Completion of Services.** Upon completion of the Services and Projects set forth in a SOW, consultant shall furnish notice to Client of such completion. Once such notice has been received, Client shall have thirty (30) business days to test, confirm, examine, review or otherwise accept or reject the delivered product. If Client rejects such product, Client shall provide to consultant a written statement of reasons for non-acceptance at the time of notice of non-acceptance. Consultant shall thereafter (1.) accept and repair each respective reason as an uncompleted item under the SOW, and thereafter provide notice to Client that such will be completed and provide the timeline for such completion; or (2.) notify Client that such non-acceptance is an extension beyond the scope identified in the SOW, and provide an estimate as to the completion in the same manner as if the extension was a new SOW.

If Client fails to provide the notice of non-acceptance, within the period specified

subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the client.

3. **Terms of Payment.**

- a. Payments shall be made by the client promptly after consultant's presentation of invoices for services performed and acceptance of such services by CHISAGO COUNTY'S authorized agent pursuant to Section 6.
- b. An invoice shall be submitted by the 10th day of each month for billable costs incurred by the consultant during the immediately preceding month.

4. **Term; Termination.** This Agreement shall commence as of the date executed by both parties, and continue in full force and operation for one year, unless earlier terminated by the parties as provided herein. This Agreement shall automatically renew for additional one-year periods unless either party notifies the other in writing of the intent not to renew the Agreement 30 days in advance of the renewal.

- a. **Termination by Consultant.** Consultant may earlier terminate the Agreement (i.) 10 calendar days after written notice that Client has failed to make timely payment on any invoice that remains outstanding and unpaid by Client; (ii.) 5 calendar days after written notice of any other breach of this Agreement that remains uncured; or (iii.) for any reason or no reason whatsoever, upon 15 calendar days written notice of the intention to terminate the Agreement.
- b. **Termination by Client.** Client may earlier terminate the Agreement (i.) 5 calendar days after written notice of any other breach of this Agreement that remains uncured; or (ii.) for any reason or no reason whatsoever, upon 15 calendar days written notice of the intention to terminate the Agreement.
- c. **Termination Duties.** Upon any such notice of termination, Consultant shall furnish to Client a final invoice stating all amounts outstanding. Client shall promptly pay all amounts in accordance with the other terms and conditions herein. Upon payment being received, consultant shall turn over all completed intellectual property pursuant to the SOW and in accordance with the other provisions contained herein.

5. **Status of Parties.** The Parties agree that Larkin and Associates, LLC, DBA *Beacon Safety Services* is an independent contractor of Client, and no employment relationship has been created between the parties. No joint venture, partnership, agency or other relationship is created or intended by this Agreement. Except as specified in an applicable SOW, Consultant shall be responsible for payment of all expenses and the furnishing of all materials for the performance of its duties, and Client shall not make any withholding or other holdback unless required to do so by law or Court Order.

6. **Authorized Agent(s)/Representatives:** All official notifications including but not limited to cancellation or amendment of the contract must be sent to the other party's authorized representative.

research subjects, methods and results; (ii) matters of a business nature such as information about costs, profits, pricing, policies, markets, finances, bank accounts, banking, sales, consultants, customers, product plans, and marketing concepts, plans or strategies, including Customer Information (as defined below); (iii) matters of a human resources nature such as employment policies and practices, personnel, compensation and employee benefits, including Employee Information (as defined below); (iv) other information of a similar nature not generally disclosed by either party to the public; and (v) any information designated as confidential during the term of involvement and after termination of involvement.

- a. Exceptions. obligations imposed by this Section shall not apply to any information that (i) is proven by the received party to have been rightfully received from a third party without accompanying use or disclosure restrictions; (ii) is proven to have been independently developed by those, related or unrelated, who have not had access to such Confidential Information; (iii) is or becomes publicly available through no wrongful act of either party; (iv) is already known to receiving party ; (v) is approved for release in writing by an authorized representative; or (vi) is required to be disclosed pursuant to court order, duly authorized subpoena, or governmental authority, provided that reasonable notice is given of such intent to comply with such act.
- b. Requirements. Both parties agree: (i) to maintain in strict confidence all such Confidential Information; (ii) not to disclose any such Confidential Information, without the prior express written consent of the other party, except that any party can disseminate the Confidential Information to its employees, agents, subcontractors and other professionals (including, but not limited to, its accountants, attorneys and financial advisors) on a need-to-know basis (and who have been informed of and acknowledge their obligation to be bound by their confidentiality obligations); (iii) not to use such Confidential Information for any purpose other than that for which it is disclosed. Consultant shall protect Confidential Information with no less diligence than it protects its own confidential or proprietary information, but in no case less than a reasonable standard of care. All Confidential Information shall remain the sole property of the initial party, and no transfer of title shall occur by such disclosure.
- c. Remedies. The Parties acknowledges that monetary damages may not alone be a sufficient remedy for unauthorized disclosure of Confidential Information and that the aggrieved party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Further, the parties acknowledge and agree that if there is a breach or threatened breach of the provisions regarding confidentiality the aggrieved party shall be irrevocably harmed and entitled to seek a temporary restraining order, injunction, and/or other equitable relief against the commencement or continuance of such breach without the requirement of posting a bond or proving injury as a condition of relief.

disclaims any and all warranties, express or implied. IN PARTICULAR, Larkin and Associates, LLC, DBA *Beacon Safety Services*, DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client acknowledges that any and all damages resulting from consultant's completed SOW Deliverable are at Client's expense and at Client's own risk.

- b. Client shall maintain and comply with all requirements for emergency preparedness set forth by the US Department of Homeland Security, Federal Emergency Management Agency (FEMA) and other related governmental entities. Larkin and Associates, LLC, DBA *Beacon Safety Services*, shall not be responsible for any compliance failure on the part of Client, regardless of whether Larkin and Associates, LLC, DBA *Beacon Safety Services* has created a plan that would otherwise violate any rule or regulation. Client specifically acknowledges its own responsibility and liability for continuing compliance with US Department of Homeland Security Federal Emergency Management Agency (FEMA) and State of Minnesota Department of Public Safety (DPS), Division of Homeland Security and Emergency Management (MN HSEM) rules and regulations without regard to any plan or strategy formulated by Larkin and Associates, LLC, DBA *Beacon Safety Services* as part of this Agreement.
- c. Damages. In the event any damages as described herein are assessed, Client shall be limited in such damages to the entire amount paid on the related invoice to the SOW for the completed deliverable.
- d. Consultant's liability shall be limited to amount paid under this contract. This clause shall not be construed to bar any legal remedies consultant may have for Client's (Chisago County) CHISAGO COUNTY'S failure to fulfill its obligations pursuant to this contract.

13. **Attorneys Fees**. All legal fees and costs resulting from a material breach of this Agreement shall be paid by the breaching party without regard to any limitations contained herein.

14. **Miscellaneous**.

- a. Notices. All notices required hereunder shall be given personally or be sent by United States mail, postage prepaid, addressed to the respective party at the address set forth on the cover sheet of this Agreement or to such other addresses that the parties shall designate in writing from time to time.
- b. Audits. The books, records, documents, and accounting procedures and practices of the Consultant relevant to this agreement shall be subject to examination by the Client, the state or federal auditor or Legislative auditor, for a minimum six (6) years from the end of this contract.

15. **IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this _____ day of _____.

Chisago County

Approved: _____ Dated: _____

Chair, Chisago County Board of Commissioners

Certified: _____ Dated: _____

Clerk to the Board

Approved: _____ Dated: _____

Dept. Head

Approved as to form: 

Dated: 3/8/2023

Chisago County Attorney

Larkin and Associates, LLC

Signature: _____

Printed Name, Title, Address:

Richard J. Larkin

President. Owner

Larkin and Associates, LLC

DBA Beacon Safety Services

7455 France Avenue #306

Edina, MN 55435



Chisago County Emergency Management and
Homeland Security

Proposer: Larkin & Associates, LLC

Contact Person: Richard J. (Rick) Larkin, President

Primary Location: Larkin & Associates, LLC

8316 Little Road

Bloomington, MN 55437

Business Phone: 952.292.9013

E-mail Address: Rjlarkin103@gmail.com

Federal Employer Identification No.: 20-2761770

Service Proposal

Scope of Services

Larkin and Associates, LLC is offering to provide Emergency Management and Preparedness Services to Chisago County, through its Sheriff's Office – Emergency Management and Homeland Security Division.

Larkin and Associates will meet all agreed upon Planning Objectives and deliverables as outlined below. Further, Larkin and Associates agrees to provide the required items within the time frames agreed upon, as well as any potential changes needed to accommodate the needs of Chisago County.

PROJECT #1: Emergency Operations Plan (EOP) Review, Revision, and Update

- We will provide a comprehensive “desktop review” of the existing plans in place for Chisago County.
- We will utilize the current version of the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG 101) V. 3, September 2021, the 2019 Emergency Management Standard by EMAP, and the MN WALK Emergency Planning Tool. We will provide a written assessment with areas for improvement and a plan to revise the Chisago County Emergency Operations Plan, to maintain compliance with these planning standards.
- Through a series of interviews, workshops, and meetings, the EOP will be updated and evaluated to make sure the plan is understood and able to be implemented. We will incorporate the most up-to-date materials from the National Incident Management System (NIMS) doctrine and practices as well, while ensuring that the key stakeholders are engaged, and the plan is informed by a practical application of the material based on experience.

PROJECT #2: Continuity of Operations (COOP) Plan

- We will develop an approach that includes the key stakeholders for this plan. Through interviews, plan development workshops, planning worksheets, and one-on-one guidance, the result will be a comprehensive County COOP Plan and the providers of Essential Program Functions will have a plan that they are familiar with and will be written by the same personnel that are expected to carry out those responsibilities.
- For the COOP Plan, Larkin and Associates will utilize a proven methodology to engage the county stakeholders, obtain the key information, and provide

support to the departments and agencies who provide Essential Emergency Management Program Functions.

- Once the Essential Program Functions are identified, stakeholders will be guided through a process to develop the elements of a COOP Plan for their function. During the entire planning process, our personnel will be available to assist each department/agency with the key steps to plan development. This proven process has been shown to increase the “buy in” and value placed on the actual plans, versus having a consultant write a plan that department personnel aren’t involved in developing and likely won’t be able to execute if the need arises to implement Continuity Operations.
- The desired end-state will be a countywide COOP Plan that provides “Big Picture” guidance for continuity operations, supported by each department/agency with Essential Program Functions having a plan to enable their own COOP activities.

Experience and Capacity

Larkin and Associates is a Minnesota-based entity and a known provider with an excellent reputation. We are proposing to utilize a locally based approach for the project engagements, with President/Owner Rick Larkin being the Project Manager. This will ensure a local contact who is knowledgeable and experienced in the State of Minnesota, specifically the greater Twin Cities Region. Our associates have decades of experience in local government, state training experience and specifically for this project – EOP experience.

This proposal provides Chisago County with an experienced Minnesota Emergency Management professional, to deliver an excellent, professional EOP Review and Revision and development of a County COOP Plan.

Our experience makes the difference.

References

Eric Waage

Director of Emergency Management

Hennepin County

Medina, MN

612-596-0250

Eric.Waage@hennepin.us

Currently serving as a Part-time Emergency Management Coordinator and am a Senior Advisor to the Director for Quality and Standards, as well as an Operations Officer in the Emergency Management Incident Command System organization, coordinating with local Public Safety Agencies, regional entities such as the County Medical Examiner and Regional EMS Agencies. June 2018 – present.

Victor Juran

Director of Public Safety

Saint Catherine University

2004 Randolph Avenue

Saint Paul, MN 55105

651-690-8888 (Department)

651-690-6826 (Office)

vbjuran@stkate.edu

Principal Consultant for the development, preparation, training and implementation of St. Catherine University's Comprehensive Emergency Management Policy Statement of the Board of Trustees, Office of the University President, and university departments, as part of the preparation, review, and adoption of the Comprehensive Emergency Operations Plan. April 2017-July 2021.

AnneMarie O'Neill

Former Clerk of the Minnesota Appellate Courts

Current Chief Deputy Clerk, US Bankruptcy Court

District of Minnesota

612-664-5231

AnnMarie.ONeill@mn.uscourts.gov

Provided Emergency Management Subject Matter Expertise, advice and counsel to the Minnesota Judicial Branch, through the State Court Administrator's Office, to the Chief Justice of the Minnesota Supreme Court and Minnesota Judicial Council regarding COVID-19, facility screening, and special event and security situations at the MN State capitol Complex involving the MN Judicial Center. Oct. 2020-March 2021.

Overall Approach and Methodology

Close collaboration is the hallmark of our process; we work as part of the local team and are committed to the success of the local officials. We will provide leadership, subject matter expertise, and resources as necessary to help achieve project goals and objectives and ensure that the program is consistent with current best practices, guidance and response plan requirements.

The Project Manager/Lead Consultant for this engagement will work closely with the client representative to understand the county's needs. Our understanding is that the Project Manager for Chisago County is the Director, Emergency Management & Homeland Security, Scott Sellman.

Our approach is to maintain close coordination and to move forward together in accomplishing the safety and security goals of Chisago County.

Assumptions for the project

As with any planning project, the Larkin and Associates team assumptions are that the client and client's stakeholders will be actively involved in the planning process. As contractors, we can provide a tremendous amount of subject matter expertise to our clients. However, our contracts are not indefinite. To this extent, we feel it is vitally important for our clients to "own" the planning process, so that if this plan needs to be put into action, the thought processes and planning discussions will be understood. It is vital that county personnel participate in the planning process and are vested in the outcomes.

Planning Approach

Our focus for all plan development will be rooted in FEMA's six step planning process.

1. Form a collaborative planning team
2. Understand the situation.
3. Determine goals and objectives.
4. Develop the plan.
5. Prepare, review, and approve the plan.
6. Implement and maintain the plan.

Standards Incorporation

For reference, our evaluation and development of both plans will utilize the following industry standards, as well as any other requirements or best practices identified throughout the project lifecycle:

1. Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG 101) V. 3, September 2021,
2. The MN WALK Emergency Planning Tool as provided by MN Department of Public Safety, Division of Homeland Security and Emergency Management.
3. The 2019 Emergency Management Standard by EMAP, and
4. Incorporation of local, and industry-specific guides, checklists, task force recommendations, after-action reviews, and other information deemed appropriate by project personnel.

Phases of Project Completion

During this project, it is anticipated there will be bi-weekly status meetings between Larkin and Associates, project lead and the Chisago County project manager or other designee(s). During these meetings, the Project Lead will provide an updated Project Plan that will outline percentage of task completion and any necessary updates to project deadlines.

It is estimated that the period of performance for the project will be approximately 9-10 months following execution of a professional services contract.

To provide a clearer definition of phased project completion, Larkin and Associates proposes that the following milestones would be considered significant steps in overall project completion:

Emergency Operations Plan (EOP) -

<u>Deliverable</u>	<u>Milestone</u>	<u>Estimated period of performance</u>	<u>Costs</u>
1. Review of current plans against the applicable standards (FEMA's Comprehensive Guide for Emergency Operations Plans (CPG 101 v. 3.0), the MN WALK Planning compliance tool, EMAP Standard).	Written Gap Analysis using standards as an evaluation tool.	June 21 – July 12, 2022 (Est. 50 hours)	\$ 3,750.00
2. Identification of key stakeholders and development of planning team/roster of personnel participating in the planning process;	Personnel identified by Name and Title, and List produced, including major functional areas of responsibility	June 21 – July 12, 2022 (Est. 24 hours)	\$ 1,800.00
3. Interviews of key personnel on responsibilities informing the planning process;	Interviews accomplished with key stakeholders and major responsibilities identified	July 12 – Aug. 9, 2022 (Est. 80 hours)	\$ 6,000.00
4. Preparation of Draft Emergency Operations Plan with Basic Plan and Functional Annexes (Final number and subject matter of annexes to be determined by Chisago County Project Manager)	Development of DRAFT EOP in accordance with appropriate standards and requirements, based on input from key stakeholders and those with responsibility under the plan.	Aug. 9 – Sept. 30, 2022 (Est. 80 hours)	\$ 6,000.00
6. Delivery of up to two (2) half-day workshops for orientation and familiarization with updated EOP.	Development, Planning and Execution of an orientation workshop, utilizing a scenario-based approach	Oct. 1 to Nov. 1, 2022 (Est. 40 hours)	\$ 3,000.00
7. Final Project Documentation and close-out of EOP Project	Delivery of EOP Project materials to Chisago County Project Manager for printing and adoption by County Board	TBD by Chisago County	N/C
		TOTAL	\$ 20,550

Continuity of Operations Plans (COOP) -

<u>Deliverable</u>	<u>Milestone</u>	<u>Estimated period of performance</u>	<u>Costs</u>
1. Develop list of Essential Program Functions and what departments/agencies are responsible for those functions	Identify Essential Program Functions and organizations requiring COOP plans	Start TBD (Est. Nov. 30, 2022) (Est. 40 hours)	\$ 3,000.00
2. Approval of COOP worksheets by Chisago County Project Manager	Create Initial Draft of Template/Worksheets for department use	+ 30 days (Est. 36 hours)	\$ 2,700.00
3. Planning and delivery of up to two (2) workshops for COOP Planning orientation and familiarization, worksheet review.	Review COOP Planning guidance and empower staff to being the development of department COOP Plans.	+ 30 days (Est. 32 hours)	\$ 2,400.00
4. Work closely with departments and agencies to complete worksheets	Finalize Template Guidance and provide support to departments/agencies in developing plans	+ 45 days (Est. 200 hours)	\$ 15,000.00
5. 1st Draft Completed		+ 30 days	N/C
6. 2 nd Draft(s) Rewrite Completed (via Internal & External Stakeholder Reviews)	Development of DRAFT COOP in accordance with appropriate standards and requirements, based on input from key stakeholders and those with responsibility under the plan.	+ 10 days (Est. 24 hours)	\$ 1,800.00
7. Final Draft(s) Approved	Development, Planning and Execution of an orientation workshop, utilizing a scenario-based approach	+ 14 days (Est. 48 hours)	\$ 3,600.00
8. Review/approval period of draft document. Final version Approved by County Board.		+ 21 days (Est. 12 hours)	
9. Publish the Plan			
		TOTAL	\$ 28,500.00

Cost, Fees, Payments and service terms

PROJECT #1: Emergency Operations Plan (EOP) Review, Revision, Update - \$20,550.00

PROJECT #2: Continuity of Operations (COOP) Plan - \$28,500.00

Total Proposed cost: \$ 49,050.00

Larkin and Associates agrees to comply with financial practices of Chisago County. Typically, final project deliverables will be determined in consultation with the client.
*** Project costs will be invoiced when substantial progress is achieved on listed deliverables, as determined by Chisago County project manager.*

Costs of services listed are fixed price and all-inclusive for the projects. All services and fees are inclusive of all personnel, development, materials/supplies, travel, lodging, per diem and overhead rates. Any additional costs will be negotiated with Chisago County Project Manager via Task Order. If substantial cost savings can be realized, resolution will be at the discretion of Larkin and Associates.

Invoices are payable within 30 days of receipt.

Certifications for personnel are available upon request.

Further documentation is available to satisfy any Chisago County requirements and will be provided upon request.

Chisago County Request For Board Action

Meeting Date: April 5, 2023	Item Number: 20 UPDATE
Title of Item for Consideration: Robert (Tony) & Jessica Randall and 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: The County Board of Commissioners reviewed this request on March 15, 2023, and carried the item forward to the April 5, 2023, meeting for further consideration.	
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 tabled to the meeting of March 2, 2023 (<i>Presentations, Reports, Hearing Packet & Minutes Attached</i>). 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 Planning Commission's recommendation was first presented to the County Board on March 15, 2023 and is attached as "Draft Resolution of Approval". At the County Board meeting of March 15, 2023, the matter of Carlson Lake Overlook Preliminary Plat was discussed and tabled for further consideration on April 5, 2023. In discussion, several Board members contemplated concerns and potential findings for denial of said request. In preparation for the County Board's continued consideration of the Carlson Lake Overlook Preliminary Plat, ESD staff, aided by the County Attorney's Office, has prepared a draft resolution outlining potential findings for denial for consideration and refinement by the Board. The drafted findings for denial are most specifically outlined in paragraph 9 (NOW THEREFORE, ...) and should be carefully reviewed, discussed, and amended or affirmed pursuant to the record proceedings and specific findings of the members of the Board if denying said request is contemplated further. 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 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
- Draft Resolution of Denial
- Planning Commission Presentations (March 2nd / February 2nd)
- Planning Commission Staff Report & Hearing Packet (March 2nd / February 2nd)
- Planning Commission Minutes (March 2nd (draft) / February 2nd)

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider either the recommendation of the Planning Commission to approve the Carlson Lake Overlook Preliminary Plat or take alternative action consistent with denial of the Carlson Lake Overlook Preliminary Plat by adopting one of the following two motions and corresponding resolutions:

Option 1 - Approval

“Move to Approve Resolution No. 23/0405-____, a Resolution of the Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Carlson Lake Overlook

Option 2 – Denial

“Move to Approve Resolution No. 23/0405-____, a Resolution of the Board of Commissioners of Chisago County, Minnesota, denying the Preliminary Plat of Carlson Lake Overlook

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. Alternatively, adoption of the contemplated findings and resolution denying the Preliminary Plat of Carlson Lake Overlook will conclude the current land use application request with no change affected upon the land in question.

Budget/Financial Implications: None.

Legal/Policy Implications: The County Attorney’s Office previously rendered opinion on the approval of the Preliminary Plat of Carlson Lake Overlook as outlined within the record reports and proceedings of the Planning Commission. The previously rendered opinion provided the guidance that approval of the proposed Preliminary Plat as recommended by the Planning Commission would be reasoned land use decision on the basis that the proposed Preliminary Plat conforms to the technical requirements of a conventional subdivision found in the County’s Subdivision Ordinance and County’s Zoning Ordinance.

The County Attorney’s Office has reviewed the draft resolution to deny the proposed Preliminary Plat. The draft resolution to deny the Preliminary Plat contains findings reflective of the record that detail the Board’s reasons for denying the Preliminary Plat. Certainly, any land use decision of the Board is subject to challenge and it would be speculation at best whether the Court of Appeals would agree or disagree with the Board in the event of judicial review.

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. 23/0405-____
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 and April 5, 2023 meetings and ultimately 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: April 5, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0405-____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, DENYING 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, discussed concern with the recommended approval of the Preliminary Plat and postponed consideration and action on the request to allow for further consideration of the record and development of alternative findings for denial of the request; and

WHEREAS, the Board of Commissioners further convened on April 5, 2023 to determine the status of the application for Preliminary Plat approval of Carlson Lake Overlook.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby denies the Preliminary Plat of Carlson Lake Overlook, with the following findings:

1. In 2004, the County approved the Preliminary Plat of the Carlson's Lake Estates Cluster Development as a Standard Clustering Option as provided for by Section 7.18 of the Zoning Ordinance. The approval incorporated a density calculation that authorized five residential buildable lots and provided for two common open areas described as Outlot A and Outlot B on the Preliminary Plat of Carlson's Lake Estates. The 2004 Preliminary Plat land use application development plan files for the Carlson's Lake Estates Cluster Development, maintained by the County, contain a clearly mapped and labeled Preliminary Plat exhibit identifying Outlot A, Carlson's Lake Estates as designated preserved "Common Open Space". In 2006, the Carlson's Lake Estates cluster development received Final Plat approval.
2. The application before the Board seeks to further subdivide Outlot A of the Carlson's Lake Estates Cluster Development as Carlson Lake Overlook, a conventional subdivision, with two principal use development lots, if approved.
3. While the Carlson's Lake Estates Cluster Development was recorded as a plat, no covenant, deed restriction or conservation easement was recorded to otherwise verify the building eligibility of all land within the Carlson's Lake Estates Cluster Development and to preserve Outlot A as protected open space as required by Section 7.18, D. 3. of the Zoning Ordinance. Nonetheless, development of the residential buildable lots has moved forward with the design standards only allowed by the Zoning Ordinance as a Cluster Development.
4. In the Board's opinion, the replat of Outlot A of the Carlson's Lake Estates Cluster Development as active principal use development sites within the proposed Preliminary Plat of Carlson Lake Overlook increases the number of residential-buildable lots within the Carlson's Lake Estates Cluster Development greater than the authorized density calculation as approved in the original 2004 Preliminary Plat and 2006 Final Plat of the Carlson's Lake Estates Cluster Development. Additionally, the proposed Preliminary Plat of Carlson Lake Overlook eliminates the required 30 percent open space dedication as otherwise required by Section 7.18, I. of the Zoning Ordinance, and inconsistent with the approval of the Board when approving the original 2004 Preliminary Plat and 2006 Final Plat of the Carlson's Lake Estates Cluster Development.
5. In the Board's opinion, approval of the proposed Preliminary Plat of Carlson Lake Overlook would be contrary to the purpose of Outlot A, Carlson's Lake Estates to provide the open space necessary for a Cluster Development so as to allow the reduced setbacks on buildable lots within the Carlson's Lake Estate Cluster Development.
6. In the Board's opinion, the Carlson's Lake Estates Cluster Development would no longer meet the Cluster Development standards of the Zoning Ordinance should the Preliminary Plat of Carlson Lake Overlook receive approval. Preliminary Plat approval of Carlson Lake Overlook would remove the vast majority of open space from the Carlson's Lake Estates Cluster Development that is required by the Zoning Ordinance. It follows that, in the Board's opinion, that limitations imposed by the Cluster Development standards of the Zoning Ordinance do not authorize the Board to approve a further subdivision of Outlot A of the Carlson's Lake Estates Cluster Development for additional principal use development.
7. In the Board's opinion, the Carlson's Lake Estates Cluster Development would no longer be a Cluster Development as a matter of definition as provided by Section 2 of the Subdivision

Ordinance and Section 3 of the Zoning Ordinance and there is no application before the Board to amend the Carlson's Lake Estates Cluster Development to a conventional subdivision.

8. Public hearing testimony and staff interviewed record of adjoining landowner revealed property owner Randall's direct knowledge of Outlot A, Carlson's Lake Estates common open space preservation purpose and intent.
9. Property owner Randall's reasonable use and enjoyment of Outlot A, Carlson's Lake Estates remains viable and intact and is supported by the 2013 profit/sale of easement interests.

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: April 5, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: April 5, 2023	Item Number: 20
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: The County Board of Commissioner reviewed this request on March 15, 2023, and carried the item forward to the April 5, 2023, meeting for further consideration.	
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 (<i>Prestation's, Reports, Hearing Packet & Minutes Attached</i>). 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 Planning Commission's recommendation was first presented to the County Board on March 15, 2023 and is attached as "Option 1 – Approval" by the Board. At the County Board meeting of March 15, 2023, the matter of Carlson Lake Overlook Preliminary Plat was discussed and tabled for further consideration on April 5, 2023. In discussion, several Board members contemplated concerns and potential findings for denial of said request. In preparation for the County Boards continued consideration of Carlson Lake Overlook Preliminary Plat ESD staff, aided by the County Attorneys Office, has prepared a preliminary draft resolution outlining potential findings for denial for consideration and refinement by the Board. The drafted findings of denial are most specifically outlined in paragraph....numbers 1 – 6 and should be carefully reviewed, discussed, and amended or affirmed pursuant to the record proceedings and specific findings of the members of the Board if denying said request is contemplated further. 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
- Draft Resolution of Denial
- 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 either the recommendation of the Planning Commission to approve the Carlson Lake Overlook Preliminary Plat or take alternative action consistent with denial of the Carlson Lake Overlook Preliminary Plat by adopting one of the following two motions and corresponding resolutions:

Option 1 - Approval

“Move to Approve Resolution No. 23/0405-____, 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)

Option 2 – Denial

“Move to Approve Resolution No. 23/0405-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, denying the Preliminary Plat of Carlson Lake Overlook located at 162XX 280th Street in Franconia Township, (PID #04.00343.06)

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. Alternatively, careful review, refinement, and adoption of the contemplated findings and resolution denying the Preliminary Plat of Carlson Lake Overlook will conclude the current land use application request with no change affected upon the land in question.

Budget/Financial Implications: None.

Legal/Policy Implications: The County Attorneys Office rendered opinion on the approval of the Preliminary Plat of Carlson Lake Overlook as outlined within the record reports and proceedings of the Planning Commission and affects no change to said opinion. Counsel further cautions the Board with....

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 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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0315-_____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, **DENYING** 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 discussed concern with the recommended approval of the Preliminary Plat and tabled the request to allow for further consideration of the record and development of alternative findings for denial of the request; and

WHEREAS, the Board of Commissioners further convened on April 5, 2023, to determine the status of the application for Preliminary Plat approval of Carlson Lake Overlook.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby denies the Preliminary Plat of Carlson Lake Overlook, with the following findings of denial:

1. The proposed replat and incorporation of Outlot A of the Carlson's Lake Estates cluster development as active principal use development sites within the proposed Preliminary Plat of Carlson Lake Overlook is not consistent with and does not protect and preserve the open space required of the original 2004 Preliminary Plat and 2006 Final Plat of the Carlson's Lake Estates development plan.
2. The purpose of Outlot A Carlson Lake Estates serves to preserve and protect the 30% open space dedication required of a Cluster Development and cannot be further subdivided in support of additional principal use development.

3. Significant portions of Outlot A of the Carlson's Lake Estates cluster development now proposed as Lot 2, Carlson Lake Overlook are subject to protective easement encumbrances (Chisago County Recorder Document # A-554113) that serve the purpose of preserving general open and undeveloped space within the property and invalidate the replat of proposed Lot 2 Carlson Lake Overlook for development purposes.
4. The 2004 Preliminary Plat Land Use Application development plan files of the Carlson Lake Estates cluster development maintained by the County contain clearly mapped and labeled Preliminary Plat exhibit identifying Outlot A Carlson's Lake Estates as designated preserved "Common Open Space".
5. Public hearing testimony and staff interviewed record of adjoining landowner revealed property owner Randall's direct knowledge of the Outlot A Carlson Lake Estates Common Open Space preservation purpose and intent
6. Property owner Randall's reasonable use and enjoyment of Outlot A Carlson Lake Estates remains viable and intact and is supported by the 2013 profit/sale of easement interests....
7. County Board Meeting Packet record and report materials, minutes, testimony.... of xx/xx/2004 and xx/xx/2006....demonstrate? Identify?
8. Sitting County Board Chair Montzka served on the County Board in 2004/2006 and attests to the intent of the 2004 Preliminary Plat and 2006 Final Plat of the Carlson Lake Overlook cluster development plan to preserve Outlot A as Common Open Space...
9. Etc.

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: April 5, 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

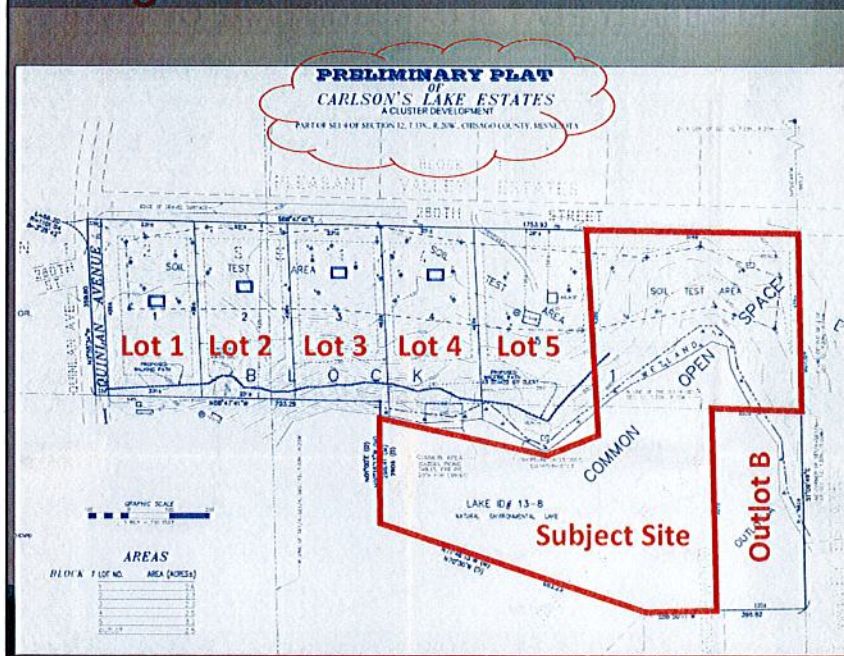
162XX 280th Street

Franconia Township

PID 04.00343.06

1

Background

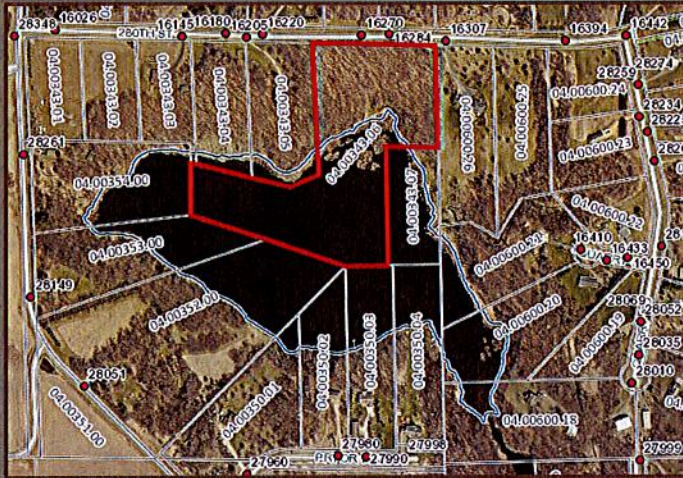


Carlson's Lake Estates:

- 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.

2

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

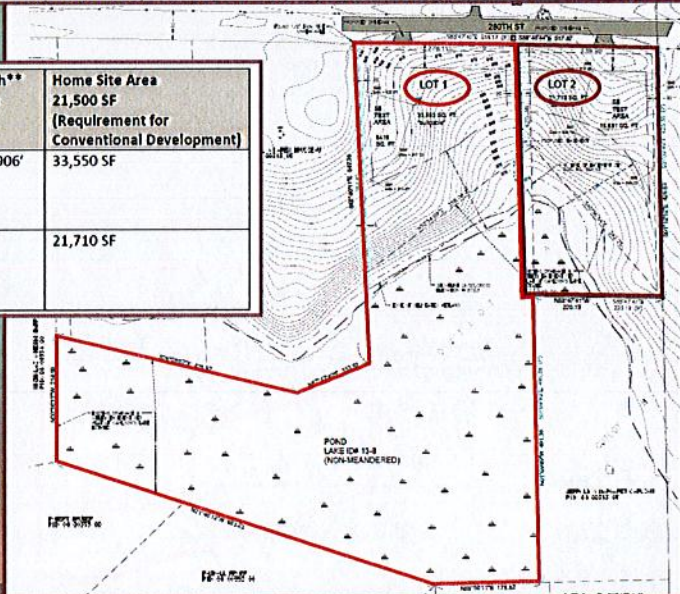
3

Proposal Analysis

PRELIMINARY PLAT of CARLSON LAKE OVERLOOK

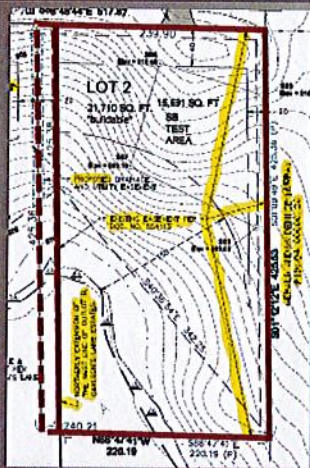
Natural Environment Lake Minimum Requirements (Unsewered Lots)	Lot Size 80,000 SF (Approx. 1.84 Acres)	Lot Width* 200 Feet	Lot Depth** 300 Feet	Home Site Area 21,500 SF (Requirement for Conventional Development)
Lot 1	96,092± SF (2.2± Acres) *Above OHWL*	278.11'	Approx. 906'	33,550 SF
Lot 2	88,916± SF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



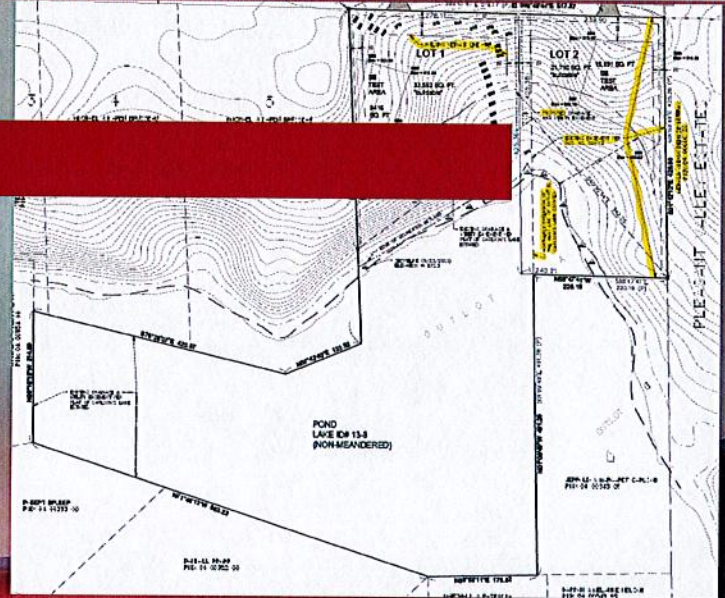
4

Preliminary Plat Drawing - UPDATED



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

PRELIMINARY PLAT of CARLSON LAKE OVERLOOK



5

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

6

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."

7

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.

8

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.

9

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.

10

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

Robert (Tony) & Jessica Randall, Property Owners

Kelly Jordan, Applicant

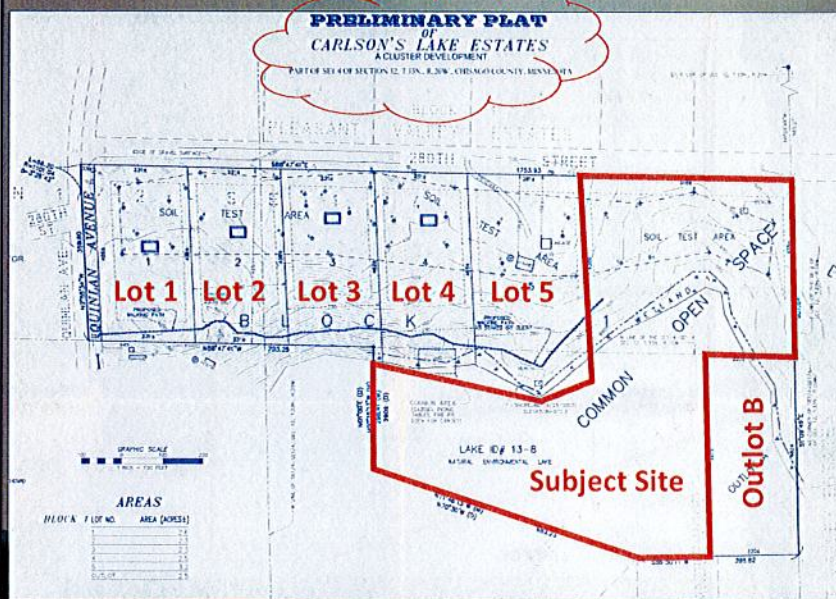
162XX 280th Street

Franconia Township

PID 04.00343.06

1

Background

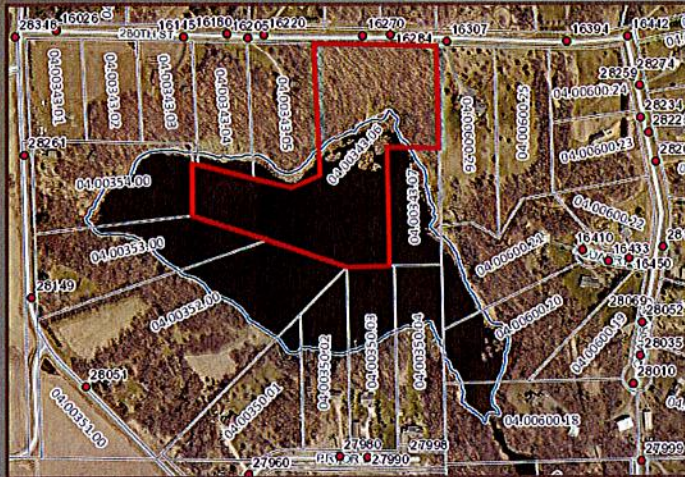


Carlson's Lake Estates:

- 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.

2

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

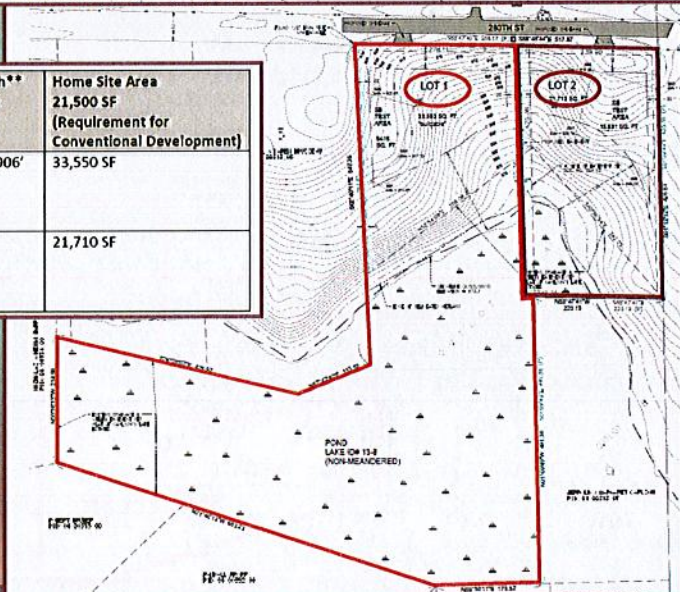
3

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.



4

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

5

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."

6

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.

7

Staff Recommendation

Ultimately, without any recorded documentation demonstrating that Outlot A, Carlson's Lake Estates was expressly approved and memorialized as common open space and residential development is strictly prohibited, and barring discovery or submission of any such documentation, including any direct public hearing testimony or evidence of adverse impacts from Lot 1 – 5, Block 1, Carlson's Lake Estates property owners, staff reluctantly recommends approval of the request to replat Outlot A, Carlson's Lake Estates with conditions.

Recommended Condition(s):

- 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.
- 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.
- 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.
- 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.
- The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
- 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.

8

Options & Action Requested

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, or the Commission may choose to direct staff to prepare draft findings for consideration at the March 2, 2023 meeting.)*
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. PC2023-0201, a resolution recommending approval of the Preliminary Plat of Carlson Lake Overlook, with conditions as presented or amended.



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Preliminary Plat of Carlson Lake Overlook
 162XX 280th Street, Franconia Township
 DATE: March 2, 2023

ACTION TO CONSIDER

The Planning Commission will further consider the Preliminary Plat of Carlson Lake Overlook, involving the creation of two lots from an 11.28-acre tract (Outlot A, Carlson's Lake Estates).

SITE & APPLICATION INFORMATION

Property Owner(s):	Robert (Tony) & Jessica Randall
Applicant(s):	Kelly Jordan
General Location:	162XX 280 th Street Franconia Township Section 12, Township 33, Range 20
PID:	04.00343.06
Property Area:	11.28± Acres
Current Zoning:	Agricultural (AG) District / Shoreland Management District
Adjacent Zoning:	
North:	Agricultural (AG) District / Shoreland Management District
South:	Agricultural (AG) District / Shoreland Management District
East:	Agricultural (AG) District / Shoreland Management District
West:	Agricultural (AG) District / Shoreland Management District
Date Application Received:	December 30, 2022
Date Application Complete:	January 11, 2023
Date of Public Hearing:	February 2, 2023
120-Day Review Period:	May 11, 2023

BACKGROUND

Property owners Robert & Jessica Randall and applicant Kelly Jordan are seeking approval of the Preliminary Plat of Carlson Lake Overlook. The property owners wish to create two parcels from the 11.28-acre tract of land previously platted as Outlot A, Carlson's Lake Estates. The subject site is generally located on the south side of 280th Street, west of Quarry Road and east of Quinlan Avenue in Franconia Township.

The Planning Commission conducted the requisite public hearing and considered the request for Preliminary Plat of Carlson Lake Overlook on February 2, 2023 (see attached



February 2, 2023 staff report for reference). The Planning Commission received a project summary from staff, received comments from property owner Robert Randall and applicant / surveyor Kelly Jordan, and received verbal testimony from three neighboring property owners (Jerry Murray, Michael Brusseau and Neil Heinecke). Ultimately, the Commission tabled the request to the March 2, 2023 meeting in order for staff to research and/or gather more information relating to an existing easement covering most of proposed Lot 2, Carlson Lake Overlook (Heinecke easement), testimony from adjacent landowners specifically relating to their understanding of the purpose of Outlot A, Carlson's Lake Estates as common open space, and the landlocked status of Outlot B, Carlson's Lake Estates.

Since the February 2, 2023 Planning Commission meeting, staff has had direct conversation 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.

- In regard to the existing easement covering most of proposed Lot 2, Carlson Lake Overlook (Heinecke easement), Jordan provided an updated Preliminary Plat drawing which shows the boundaries of the easement (see attached drawing stamp dated received February 14, 2023). And, because the easement document was not attached to the February 2, 2023 staff report, staff has attached the document to this staff report for reference purposes.
- During a February 15, 2023 phone conversation, easement grantee Neil Heinecke explained to staff that he paid grantors Robert & Jessica Randall \$5,000 in 2013 for the easement. Heinecke also explained that, prior to obtaining the easement, he and the grantors approached the County about subdividing Outlot A, Carlson's Lake Estates (allowing Heinecke to purchase a portion rather than having an easement) but the County did not allow the proposed subdivision. Current staff does not have record of this inquiry; however, it's presumed that the subdivision was not allowed because staff viewed the subject property as a common open space outlot. Heinecke further explained that he and the Randalls have not agreed to any vacation or change to the existing easement, but they are currently discussing possible remedies and/or compensation for Heinecke's easement interest.
- During a February 13, 2023 phone conversation, neighboring property owner Michael Brusseau explained to staff that he and his wife both distinctly recall being told by their realtor (Robert "Tony" 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 on February 14, 2023 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 does not preclude the County from approving the proposed plat. Fuge explained that the easement is a private matter to be resolved between the grantors (Robert & Jessica Randall) and grantee (Neil Heinecke). Fuge further explained that, if the County wishes to address the easement issue, the County has the ability to include a condition of approval requiring that Lot 2, Carlson Lake Overlook shall not be improved until and unless the easement encumbrance is resolved by the easement grantors and grantee. However, the buildability of proposed Lot 2, Carlson Lake Overlook in relation to the easement is ultimately a private matter.

- 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 does 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 and Commissioner Whitney's desire to resolve the landlocked status as part of the current request, Attorney Fuge stated that Outlot B is outside of the scope of the current request and, therefore, outside of the scope of the Planning Commission's review. Therefore, no additional information pertaining to Outlot B, Carlson's Lake Estates is being provided to the Commission at this time.
- Ultimately, Attorney Fuge suggested that staff's original recommendation of approval is 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.

STAFF RECOMMENDATION

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 (see below) and has prepared an updated resolution for the Commission's consideration. 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

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.

ATTACHMENTS

1. Updated Preliminary Plat drawing stamp dated received February 14, 2023
2. Easement document (Chisago County Recorder Document # A-554113)
3. Staff report and attachments prepared for February 2, 2023 Planning Commission meeting
4. Draft Resolution No. PC2023-0301

CC: Robert & Jessica Randall, property owners
Kelly Jordan, applicant
County file

PRELIMINARY PLAT of CARLSON LAKE OVERLOOK

PROPERTY DESCRIPTION: (Per TITLE OFFICE RECORDING LAW OFFICE, P.A. 11/09/2022)

Sublot A of Carlson Lake Estates, Chicago County, Minnesota.

OWNER & DEVELOPER

TONY RANDALL
16278 280TH STREET
CENTER CITY, MN 55012
tonyrandall@gmail.com
(651) 553-4611

WETLAND SPECIALIST

JACOBSON ENVIRONMENTAL, PLLC
WAYNE JACOBSON
5621 HUMBOLDT AVENUE NORTH
BROOKLYN CENTER, MN 55430
(612) 803-4610

LAND SURVEYOR

WIDSETH
KELLY L. JORDAN
5368 286TH ST
WYOMING, MN 55092
widseth@widseth.com
(651) 358-2343

SOIL TESTER

BENJAMIN ZIERKE LIC #110
2897 JEFFREY AVE
CHICAGO CITY, MN 55013
benz@widseth.com
(651) 248-1345

SURVEY NOTES:

- The orientation of this bearing system is based on the Chicago County Coordinate System NAD 83 (1996 Adj).
- The address is 16278 280th Street, Center City, MN 55012, PID: 04.00343.06
- Vertical Control: NAD83 "NA 1" BM Elev = 822.80 NAVD83. Contours shown provided by MHI DNR L&AR on NAVD83 Datum
- Field Work was performed on November 21, 2022
- Existing Total Acreage
PID No: 04.00343.06 = 491,304 ± Sq. Ft. or 11.28 ± Acres
- Proposed Lot Area Summary (Above OHW):
Lot 1 96,092 ± Sq. Ft. or 2.2 ± Acres
Lot 2 88,916 ± Sq. Ft. or 2.0 ± Acres
- Property zoned as (AG) Agriculture, (per Franconia Township and Shoreline Zoning Map)
Minimum Requirements:
Lot Area: 80,000 Sq. Ft. (Agriculture - Natural Environment Lake)
Buildable Area: 21,500 Sq. Ft.
Min Lot Depth: 300 feet
Min Lot Width: 200 feet (Agriculture - Natural Environment Lake)
- Setbacks (per Chicago County Zoning Ordinance)
Front Yard From Centerline of R/W: 40 feet
Side Yard: 20 feet (Dwelling and Attached Garage)
Ordinary High Water Line: 150 feet
NOTE: OHW ELEV = (872.3 NAVD83) (872.4 NAVD83) Based on the Plat of CARLSON LAKE ESTATES
NOTE: OHW ELEV = (872.3 NAVD83) (872.4 NAVD83) Based on the Plat of CARLSON LAKE ESTATES, effective date April 17, 2012.
- Subject property lies within Zone X, areas determined to be outside the 0.2% annual chance floodplain per FEMA FIRM Flood Insurance Rate Map No. 27025C0285D, effective date April 17, 2012.
- Based on the average slope formula $S = 100 \sin \theta$, Neither Lot reached 30% or greater:
Lot 1 = 22.2%
Lot 2 = 27.8%

received
2-14-23 BG

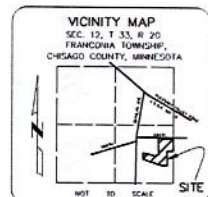
LEGEND

- ANTICIPATED HIGH WATER LINE (874 FT)
- EASEMENT LINE
- BUILDING SETBACK LINE
- PROPOSED LOT LINE
- DELINEATED WETLAND EDGE BY JACOBSON ENVIRONMENTAL
- RIGHT-OF-WAY LINE
- SHORELINE
- SOIL BORING
- DENOTES WETLAND AREA
- ELEC TRANSFORMER BOX
- BITUMINOUS SURFACE
- GRAVEL SURFACE
- PROPOSED DRIVE WAY



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 5 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.



© 2023 WIDSETH EARTH HOLDING & ASSOCIATES, INC.

DATE	DATE	APPROVALS	BY
December 2022	02/14/2023	Additional notes regarding existing easements	PREPARED FOR: TONY RANDALL
SCALE: AS SHOWN			FILED
DRAWN BY: JAC			
CHECKED BY: NJL			
FILE NUMBER: 2022-11901			

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

* Note To be vacated/terminated
prior to Final Plat Recording



Doc # A-554113

Office of County Recorder
Chisago County, Minnesota

Fee \$46.00

Pages: 4

Certified, filed and/or Recorded on: February 1, 2013 2:29 PM

Lee Olson, County Recorder

Well Certificate [] Received

Received from: NEIL HEINECKE

Returned To: NEIL HEINECKE
16284 280TH ST

CENTER CITY, MN 55012

4.600.04

4.343.06

4.600.05

DEED OF APPURTENANT EASEMENT

THIS GRANT OF EASEMENT is made by Robert A. Randall, III and Jessica M. Randall, husband and wife (Hereinafter, "Grantors") to Herman Neil Heinecke, a single person (Hereinafter, "Grantee") and is entered into on January 25, 2013.

WHEREAS, said grantors are the owners of the tract of land described hereinafter as the burdened parcel which is legally described as follows:

Lot Five (5), Block (1), Pleasant Valley Estates and Outlot A of Carlson's Lake Estates, all in Chisago County, Minnesota; and

WHEREAS, said grantee is the owner of the tract of land described hereinafter as the benefitted parcel which is legally described as follows:

Lot Six (6), Block (1), Pleasant Valley Estates, Chisago County, Minnesota; and

WHEREAS, said grantors and grantee have agreed upon the easement hereinafter described;

NOW, THEREFORE, the said grantors, in consideration of five thousand dollars and other good and valuable consideration paid by said grantee, receipt of which is hereby acknowledged, hereby grants to said grantee, his heirs and assigns, an easement in, over, and upon, that part of the burdened parcel described as follows:

That part of Outlot A of Carlson's Lake Estates, Chisago County, Minnesota lying easterly of the northerly extension of the west line of Outlot B of said plat; and

TO HAVE AND TO HOLD SAID EASEMENT unto said grantee, his heirs and assigns,

as appurtenant to said benefitted land, subject to the following terms and conditions:

1. **Perpetual and Appurtenant Easement.** This easement is perpetual and shall be deemed appurtenant to Lot 6, Block 1 of Pleasant Valley Estates and shall be for the exclusive use and enjoyment of the owner of said Lot 6, regardless of whether it is specifically included in any instrument conveying or transferring fee title to said Lot 6. It shall survive any transfers of Lots 5 or 6 of Block 1 of Pleasant Valley Estates or Outlot A of Carlson's Lake Estates, all in Chisago County, Minnesota.

2. **Grantee to Have Full Use and Enjoyment.** Grantee and his heirs and assigns shall enjoy all rights of use and enjoyment of the above described part of Outlot A as if he owned fee title to said part of Outlot A.

3. **Grantee to Pay 1/3 of Real Estate Taxes.** Grantee and his heirs and assigns shall reimburse Grantors or their heirs and assigns for 1/3 of the real estate taxes attributable to Outlot A of Carlson's Lake Estates. Grantors shall pay all of said tax and then shall be reimbursed by Grantee within seven days of providing proof of such payment. If Grantee or his heirs or assigns fail to reimburse Grantors for said taxes, Grantors or their heirs and assigns may terminate this easement by serving notice upon Grantee. Said termination will be deemed effective if service is made in accordance with Minnesota law and the default is not cured within 60 days of service. If Grantee reimburses Grantors within 60 days of being served Notice of Termination, this easement will remain in full force and effect. If Grantee fails to reimburse Grantors within 60 days of being served Notice of Termination, Grantors will record notice in the office of the Chisago County Recorder that Notice was duly served, that the default was not cured within 60 days, and that this easement is effectively terminated.

4. **Quit Claim Deed from Grantors to Grantees if Permitted by Chisago County.** Grantors, their heirs or assigns, shall transfer all of their rights to that part of Outlot A described above to Grantee or his heirs or assigns by quit claim deed if the appropriate zoning and subdivision representative or board of Chisago County or a township or municipal officer or board with appropriate authority and jurisdiction approves and allows such a transfer.

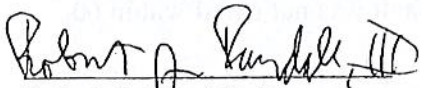
5. **Right of First Refusal.** If at any time Grantors or their heirs or assigns shall receive a bonafide offer from any party to purchase **all or any portion of Outlot A of Carlson's Lake Estates, Chisago County, Minnesota**, Grantors shall provide Grantee with a true copy of the proposed sale contract and shall notify Grantee of Grantors's intention to accept the same. Grantee shall have the right, within thirty days of receiving said notice, to accept the terms of said proposed sale contract and, if so accepted, to give written notice of Grantees' election to purchase the property under the terms of said proposed sale contract.

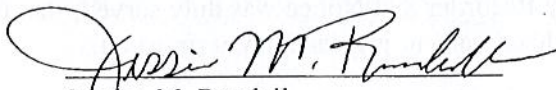
- A. If Grantee fails to so notify Grantors within said thirty day period, Grantors may then sell the Property free and clear of any claim of Grantee, provided the sale is on the same terms set forth in the proposed sale contract which was provided to Grantee, and providing further that the closing of the sale takes place within six months of the

notice to Grantee.

- B. In the event Grantee, or his heirs or assigns, exercises Grantee's right of first refusal and purchases said property, Grantors or their heirs or assigns shall be entitled to reserve an easement to walk over, across, and upon an existing trail leading to the lake located within a part of said Outlot A. Grantors, their heirs or assigns, at their expense, may elect to have the location of the trail more specifically described by a surveyor if or when this option is ever exercised.
- C. In the event Grantee fails to exercise Grantee's right of first refusal, then such right shall be extinguished on the consummation of the sale to the party offering to purchase under the contract which was delivered to Grantee as aforesaid; provided, however, that if such sale is not consummated within six months after a copy of said contract was delivered to Grantee, the right of first refusal herein provided shall remain in effect.
- D. Any notice required hereunder shall be personally delivered or mailed by first class mail. If notice is given by first class mail, it shall be deemed to have been given at the time of its postmark.

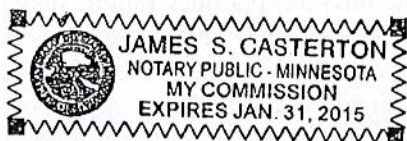
In Witness Whereof, Said grantors have hereunto set their hands the day and year first above written.

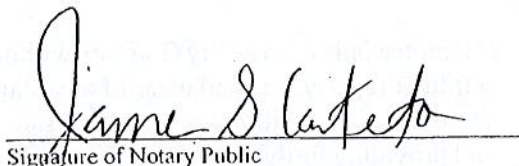

Robert A. Randall, III
Grantor


Jessica M. Randall
Grantor

STATE OF MINNESOTA
COUNTY OF CHISAGO

The foregoing instrument was acknowledged before me on January 25, 2013, by Robert A. Randall, III and Jessica M. Randall, husband and wife, Grantors.




Signature of Notary Public
-3-

THIS INSTRUMENT WAS DRAFTED BY:

Casterton Title & Closing Company, Inc.
Box 746, 13264 Lake Blvd.
Lindstrom, MN 55045
By: James S. Casterton
(651)257-7202



Staff Report

TO: Planning Commission
 FROM: Beth Gervais, Land Services Coordinator
 SUBJECT: Preliminary Plat of Carlson Lake Overlook
 162XX 280th Street, Franconia Township
 DATE: February 2, 2023

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Carlson Lake Overlook, involving the creation of two lots from an 11.28-acre tract (Outlot A, Carlson's Lake Estates).

SITE & APPLICATION INFORMATION

Property Owner(s):	Robert (Tony) & Jessica Randall
Applicant(s):	Kelly Jordan
General Location:	162XX 280 th Street Franconia Township Section 12, Township 33, Range 20
PID:	04.00343.06
Property Area:	11.28± Acres
Current Zoning:	Agricultural (AG) District / Shoreland Management District
Adjacent Zoning:	
North:	Agricultural (AG) District / Shoreland Management District
South:	Agricultural (AG) District / Shoreland Management District
East:	Agricultural (AG) District / Shoreland Management District
West:	Agricultural (AG) District / Shoreland Management District
Date Application Received:	December 30, 2022
Date Application Complete:	January 11, 2023
120-Day Review Period:	May 11, 2023

BACKGROUND

Property owners Tony & Jessica Randall and applicant Kelly Jordan are seeking approval of the Preliminary Plat of Carlson Lake Overlook. The property owners wish to create two parcels from the 11.28-acre tract of land previously platted as Outlot A, Carlson's Lake Estates. The subject site is generally located on the south side of 280th Street, west of Quarry Road and east of Quinlan Avenue in Franconia Township.

Carlson's Lake Estates was platted in 2006 as a cluster development consisting of five developable lots and two outlots. The Preliminary Plat drawing on file shows that Outlot A was intended to be dedicated as common open



space, as is required for cluster developments. The Planning Commission meeting minutes of 2004 further explain and the Preliminary Plat drawing shows that, as part of the Carlson's Lake Estates cluster development, a walking path would be developed along the south side of Lots 1 – 5, Block 1 and terminating on what is now Outlot A (the subject site) along with a common area (gazebo, picnic tables, fire pit, dock and canoes) on the south side of Lot 4, Block 1 for use by the residents of the subdivision. The Preliminary Plat was recommended for approval by the Planning Commission on January 8, 2004 and approved by the County Board on January 21, 2004. The Final Plat was approved by the County Board on January 3, 2006 and the Final Plat drawing was shown to be substantially consistent with the approved Preliminary Plat, with the exceptions that the designations for Outlots A and B were swapped and the drawing no longer included notation that Outlot A was specifically intended to be dedicated as common open space. However, this subdivision was processed as a cluster development and open space dedication was a required element for such developments in that timeframe.

Staff is unsure of the original intent of Outlot B, Carlson's Lake Estates; however, it's privately owned by Jerrold & Margaret Carlson, it includes less than a ½ acre of land above the OHWL, and it has no road access or other direct access from Lots 1 – 5, Block 1, Carlson's Lake Estates.

Based on property records, four of the five platted lots and Outlot A went into foreclosure and were subsequently sold at a public auction as part of a mortgage foreclosure sale on November 4, 2009. The properties were purchased by The RiverBank (the mortgage originator) and later sold to private parties. Outlot A was purchased by Tony & Jessica Randall on October 1, 2010. An aerial view of Carlson's Lake Estates shows that neither the walking path nor other common area elements appear to have been established as was intended by the original developer, as illustrated in the 2004 Preliminary Plat drawing, and approved by the County Board.

In preparation for the current request, staff found no record of a developer's agreement or other form of development contract describing the proposed / required improvements or any form of conservation easement or restrictive deed for Outlot A which would establish the intended and approved purpose and prohibit future residential development. Further, a review of legal descriptions for other properties within Carlson's Lake Estates shows that there is no common ownership of Outlot A as would be expected for "common" open space. This lack of recorded documentation is key to the discussion about whether Outlot A can be developed for residential purposes or any purpose other than common open space.

The table below provides dimensional details for the original cluster development known as Carlson's Lake Estates. The total land area was shown to be 27.4± acres on the Preliminary Plat drawing.

Cluster Development Minimum Requirements	Lot Size 1 acre	Lot Width* 200 feet	Lot Depth** 300 feet	Buildable Area 1 acre (Requirement for Cluster Developments)
Lot 1, Block 1	2.28 acres	231'±	426'±	Appears Satisfied
Lot 2, Block 1	2.25 acres	231'±	426'±	Appears Satisfied
Lot 3, Block 1	2.30 acres	231'±	Average of 470'±	Appears Satisfied
Lot 4, Block 1	2.86 acres	231'±	Average of 540'±	Appears Satisfied
Lot 5, Block 1	3.72 acres	281'±	Average of 571'±	Appears Satisfied
Outlot A	11.28 acres	NA	NA	NA

Outlot B	2.46 acres	NA	NA	NA
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* Lot width, by definition, is measured at the building setback line. Subdivision Ordinance Section 4.03 Lot Requirements states that "Each lot shall front upon a public street for the minimum lot width required, except as otherwise provided in this Ordinance."

** Lot depth, by definition, is the average distance measured from the front lot line to the rear lot line. Subdivision Ordinance Section 4.03 Lot Requirements states that "the depth of a lot shall not be greater than five times the width."

PROPOSAL & SITE ANALYSIS

Through the current Preliminary Plat request, the property owners wish to replat Outlot A, Carlson's Lake Estates in order to create two buildable lots from the 11.28-acre tract of land. It's important to note that the property owners are seeking approval for a conventional subdivision of an open space outlot existing within a platted cluster development.

The undeveloped 11.28-acre subject site is located in the Agricultural (AG) District / Shoreland Management District. The site is situated immediately north of and within an unnamed natural environment lake (Lake ID# 13-8), south of 280th Street, west of Quarry Road and east of Quinlan Avenue in Franconia Township. Lots 1 – 5, Carlson's Lake Estates, located immediately west of the subject site, were platted as part of a cluster development and were subject to dimensional standards specific to cluster developments (i.e., reduced lot areas and lot widths). The property owners are wishing to replat the subject site as a conventional development within the Shoreland Management District. The table below identifies minimum requirements for unsewered lots adjacent to a natural environment lake with corresponding information for the proposed lots. As proposed, both new parcels comply with the County's dimensional requirements.

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

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

** Lot depth, by definition, is the average distance measured from the front lot line to the rear lot line. Subdivision Ordinance Section 4.03 Lot Requirements states that "the depth of a lot shall not be greater than five times the width."

The subject site appears to be heavily forested with severe elevations ranging from 933' in the extreme northwest corner of proposed Lot 1 down to 872' along the shoreline. Nearly seven acres of the 11.28-acre subject site appear to be at or below the shoreline elevation of the natural environment lake. The subject site and all surrounding properties are zoned Agricultural (AG) District / Shoreland Management District. Nearly all surrounding properties have been platted, with the Pleasant Valley Estates subdivision directly north and east, the Carlson's Lake Estates subdivision to the west and southeast, and the Bandlewood subdivision to the south; and, there are three unplatted (metes and bounds)

properties to the southwest. Surrounding properties range in size from 2.25 acres to 12.9 acres and those properties that have been developed appear to have been developed for residential purposes.

Due to the severe elevations on both proposed lots, applicant / surveyor Kelly Jordan prepared and provided detail demonstrating that the elevations do not constitute a bluff. However, the elevations do likely constitute "steep slope" conditions on both proposed lots. For reference, the Shoreland Management Ordinance defines steep slope as "land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the site's soil characteristics, as mapped and described in available County soil surveys or other technical reports, unless appropriate design and construction techniques and farming practices are used in accordance with the provisions of this ordinance. Where specific information is not available, steep slopes are lands having average slopes exceeding 12 percent over distances of 50 feet or more, measured on the ground, that are not bluffs." The property owners are aware of the development challenges related to the topography of the site and are aware that appropriate design and construction techniques will be required, including strategic Type 1 SSTS placement and construction.

REVIEW PROCESS

The Technical Review Committee met with property owner Tony Randall and applicant / surveyor Kelly Jordan on January 11, 2023. The following items were discussed:

- 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.

The Franconia Town Board reviewed the proposed Preliminary Plat at its January 17, 2023 meeting and recommended approval "on condition [that] the "open area" from the building cluster is figured out on the County level".

Preliminary Plats, per Minnesota Statute, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on May 11, 2023.

WRITTEN TESTIMONY

No written testimony was submitted to the County as of the completion of this report.

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."

Assistant County Attorney Fuge did not provide a definitive answer addressing the County's ability to approve the current request; however, he did provide thought provoking questions for the Planning Commission and County Board to deliberate.

STAFF CONCERNS & RECOMMENDATION

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. Part of the stated purpose of cluster developments is to allow flexibility in the subdivision of land, and, in exchange for that flexibility, developers are required to dedicate a minimum of 30% of the total land area of the parent parcel as common open space for the benefit of property owners within that development. In the case of Carlson's Lake Estates, that common open space was shown on the Preliminary Plat drawing to include – at a minimum – 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. In preparation of this staff report, 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.

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 ($27.4 \text{ acres} / 5 \text{ acres} = 5.48 \text{ acres}$; $5.48 \text{ acres} \times 1.5 \text{ dwellings} = 8.22 \text{ dwellings}$) and the subdivision was approved with five building sites. Not taking the open space issue into consideration, 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 ($27.4 \text{ acres} - 11.28 \text{ acres} = 16.12 \text{ acres}$) and determined that the maximum allowable density would equate to five dwellings ($16.12 \text{ acres} / 5 \text{ acres} = 3.22 \text{ acres}$; $3.22 \text{ acres} \times 1.5 = 4.83 \dots 5$, if rounded up), 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.

If Carlson's Lake Estates had been approved as a conventional subdivision and the subject site had been approved as a standard lot within that subdivision, staff would not have any concerns with the proposed Preliminary Plat / replat. However, based on historical information pertaining to Carlson's Lake Estates, it appears that the subdivision was processed as a cluster development; the subject site was approved as an outlot; and, the Preliminary Plat drawing and Planning Commission meeting minutes suggest that the purpose of Outlot A, Carlson's Lake Estates was common open space as would have been required as part of the cluster development process. Despite what staff believes was intended and approved in 2006 at the time of Final Plat approval for Carlson's Lake Estates, staff has found no recorded evidence demonstrating that Outlot A, Carlson's Lake Estates was memorialized or restricted as common open space. Further, staff has found no recorded evidence demonstrating that future development of Outlot A, Carlson's Lake Estates is strictly prohibited.

Ultimately, without any recorded documentation demonstrating that Outlot A, Carlson's Lake Estates was expressly approved and memorialized as common open space and residential development is strictly prohibited, and barring discovery or submission of any such documentation, including any direct public hearing testimony or evidence of adverse impacts from Lot 1 – 5, Block 1, Carlson's Lake Estates property owners, staff reluctantly recommends approval of the request to replat Outlot A, Carlson's Lake Estates with conditions (see below) and has prepared a resolution for the Commission's consideration.

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. 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.
4. 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.
5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. 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

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, or the Commission may choose to direct staff to prepare draft findings for consideration at the March 2, 2023 meeting.)*
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. PC2023-0201, a resolution recommending approval of the Preliminary Plat of Carlson Lake Overlook, with conditions as presented or amended.

ATTACHMENTS

1. Application materials
 - a. Application
 - b. Preliminary Plat drawing
 - c. Preliminary title opinion
2. Preliminary Plat drawing for Carlson's Lake Estates
3. Aerial location map (1) – subject site
4. Aerial location map (2) – vicinity map

CC: Robert & Jessica Randall, property owners
Kelly Jordan, applicant
County file

Permit #

22-2507

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee 500.00
Base Fee 46.00

Wetland or Septic Fees
Plat Compliance Fee No Plat 150.00
TOTAL FEE 696.00

Street Location

1627X 280th St

Tax Parcel #

04.00343.06

Legal Description

Outlot A Carlson Lake

E-Mail Address:

Owner:

Robert and Jessica Randall

Day Phone

Address

16270 280th St Center City, MN 55012

Applicant (if other than owner)

Kelly Jordan

Day Phone

Address

5368 266th St Wyoming, MN

Franconia S12 T33, R20

Carlson's Lake Estates Lot A

Type of Request:

Variance

☐

Preliminary Plat

☒

Administrative Appeal

☐

Administrative Permit

☐

Conditional Use Permit

☐

Ordinance Amendment

☐

Interim Use Permit

☐

Rezoning

☐

Applicable section of ordinance:

Chisago County Subdivision Ordinance

Description of request:

Replat of Outlot A Carlson Lake to
Lots 1 & 2 Block 1 Carlson Lake Overlook

If Variance Application, Brief

Description of Practical

Difficulty

Signature of Applicant

Date of Application

I hereby certify that the above information is true and correct to the best of my knowledge, and that any knowingly false representations may invalidate any approvals. With my signature, I also grant permission to Chisago County Officials to enter upon the subject property for the purpose of such inspections as may be necessary.

12-30-22
Date Received

1-11-23
Date Complete

5-11-23

60 / 120 Day Review Period

Date of Public
Hearing:

FEB 2, 2023

TOWNSHIP PRESENTATION FORM

Street Location 1637~~2~~ 280th St Center City, MN
Legal Description Outlot A Carlson Lake
Owner Name Robert A Rasmussen III Day Phone: (612) 503-4611
Address: 1637~~2~~ 280th St Center City, MN 55012
Applicant: Kelly Jordan Day Phone: [REDACTED]
(if other than owner)
Address: 5368 266th St Wyoming, MN

Type of Request: Variance ☐ Preliminary Plat ☒
Administrative Appeal ☐ Administrative Permit ☐
Conditional Use Permit ☐ Rezoning ☐
(or amendment to CUP)
Interim Use Permit ☐ Ordinance Amendment ☐

Description of Request: Replat of Outlot A Carlson Lake to Lots
1 & 2 block 2 Carlson Lake overlook

Date of County Public Hearing: FEB 2, 2023

Date of Township Presentation: JAN 17, 2023

TOWNSHIP ACTION TAKEN

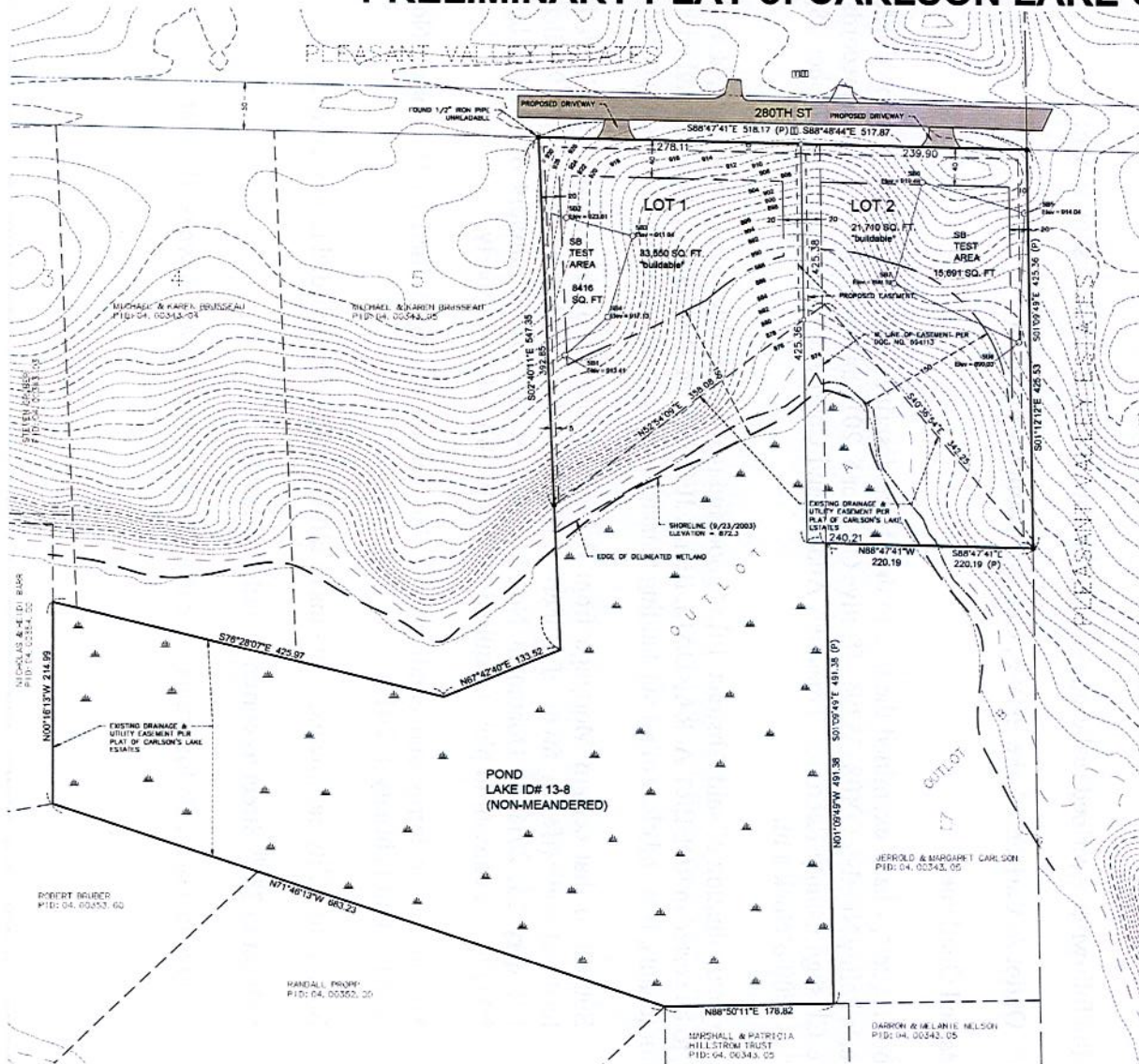
Approved ☒ Denied ☐

Reasons and Conditions: On condition of the "open Area" from the ^{Building} cluster is
figured out on the County level.

Signature of Township Officers: [Signature]
[Signature]
[Signature]

[Signature] Signature of Applicant
Date 12/29/22

PRELIMINARY PLAT of CARLSON LAKE OVERLOOK



PROPERTY DESCRIPTION: (P) 101.1 OREGON LUMBER LAW OFFICE, P.A. (1/10/2022)
 Owner of Carlson Lake Estates, Chicago County, Minnesota.

OWNER & DEVELOPER
 TONY RANDALL
 16275 280TH STREET
 CENTER CITY, MN 55012
 tonysrandall@gmail.com
 (651) 503-4811

WETLAND SPECIALIST
 JACOBSON ENVIRONMENTAL, PLLC
 WAYNE JACOBSON
 5621 HUMBOLDT AVENUE NORTH
 BROOKLYN CENTER, MN 55430
 (952) 462-6618

LAND SURVEYOR
 WIDSETH
 KELLY L. JORDAN
 5368 280TH ST
 WYOMING, MN 55092
 (651) 356-2343

SOIL TESTER
 BENJAMIN ZIERKE LIC #119
 28587 JEFFREY AVE
 CHICAGO CITY, MN 55013
 benzerke@gmail.com
 (651) 249-1348

SURVEY NOTES:

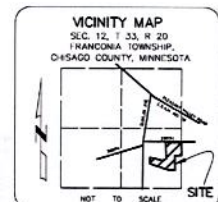
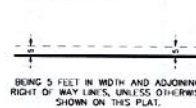
- The orientation of this bearing system is based on the Chicago County Coordinate System NAD 83 (1996 Ad).
- The address is 16275 280th Street, Center City, MN 55012. PD: 04.00343.06
- Vertical Control: MNDOT "A" 1" BM Elev= 522.80 NAVD83. Contours shown provided by MN DNR LIDAR on NAVD83 Datum
- Field Work was performed on November 21, 2022
- Patting Total Acreage
 PD No: 04.00343.06 = 491,304± Sq. Ft. or 11.28± Acres
- Proposed Lot Area Summary (Above GHW):
 Lot 1 96,092± Sq. Ft. or 2.2± Acres
 Lot 2 88,916± Sq. Ft. or 2.0± Acres
- Property zoned as (AG) Agriculture, (per Franconia Township and Shoreline Zoning Map)
 Minimum Requirements:
 Lot Area: 80,000 Sq. Ft. (Riparian - Natural Environment Lake)
 Buildable Area: 21,500 Sq. Ft.
 Min Lot Depth: 300 feet
 Min Lot Width: 200 feet (Riparian - Natural Environment Lake)
- Setbacks (per Chicago County Zoning Ordinance)
 Front Yard From Centerline of R/W: 40 feet
 Side Yard: 20 feet (Dwelling and Attached Garage)
 Ordinary High Water Line: 150 feet
 NOTE: OHW Elev= (872.3 NAVD83) (872.4 NAVD83) Based on the Plat of CARLSON'S LAKE ESTATES
- Subject property lies within Zone X, areas determined to be outside the 0.2% annual chance floodplain per FEMA Flood Insurance Rate Map No. 27025C03850, effective date April 17, 2012.
- Based on the average slope formula $S=100((L/A))$, neither Lot reached 30% or greater
 Lot 1 = 22.2%
 Lot 2 = 27.8%

LEGEND

- ANTICIPATED HIGH WATER LINE (874 FT)
- EASEMENT LINE
- BUILDING SETBACK LINE
- PROPOSED LOT LINE
- DELINEATED WETLAND EDGE BY JACOBSON ENVIRONMENTAL
- RIGHT-OF-WAY LINE
- SHORELINE
- SOIL BORING
- DENOTES WETLAND AREA
- ELEC TRANSFORMER BOX
- BITUMINOUS SURFACE
- GRAVEL SURFACE
- PROPOSED DRIVE WAY



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



DATE	PREPARED FOR	DATE	APPROVED	DATE	APPROVED
December 2022	TONY RANDALL				
SCALE: AS SHOWN	(FEDERAL CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.)				
DRAWN BY: JAS					
CHECKED BY: KJ					
FEB 14 2023					

WIDSETH
 ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

LINDBERG LAW OFFICE, P.A.

Grant W. Lindberg*†
Jimmy A. Lindberg (1952 - 2015)

100 Buchanan St. N., Suite 2
Cambridge, MN 55008
www.lindberglawoffice.com

Phone: 763-689-6896
Fax: 763-689-6819

November 9, 2022

Chisago County Board of Commissioners
c/o Environmental Services Department
313 N. Main St.
Suite 240
Center City, MN 55012

PRELIMINARY TITLE OPINION

In re the following described real estate situated in Chisago County, Minnesota, to-wit:

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

Ladies and Gentlemen:

At your request, I have examined the title to the above-described real estate according to ALTA Owner's Policy Number OX08335394 effective October 5, 2010 and an examination of the records of the Chisago County Recorder, Treasurer, Auditor and Court Administrator as of October 28, 2022, at 8:00 o'clock a.m.

From my examination of said Abstract, I find good and marketable title to said real estate, at said time, to be vested in ROBERT A. RANDALL III and JESSICA M. RANDALL, husband and wife, as joint tenants, free and clear of all outstanding liens and encumbrances, except as follows, to-wit:

1. Subject to that certain Mortgage from Robert A. Randall III and Jessica M. Randall, husband and wife, in favor of Robert A. Randall, Jr., dated February 14, 2019, filed February 25, 2019 as Document No. A616923 in the original amount of \$30,000.00.
NOTE: A consent to plat is required for any platting of the property.
2. Subject to the terms and conditions of that certain easement filed as Document No. A554113 on February 1, 2013.
3. Subject to utility easements, or claims of utility easements, recorded or unrecorded.
4. Subject to 280th Street as currently built and located.
5. Subject to easements for drainage, road and utility purposes as shown on the plat.

* MSBA Real Property Law Specialist

† Isanti County Examiner of Titles and Kanabec County Examiner of Titles

6. Subject to the rights of the United States of America and/or the State of Minnesota and the public to any part of the land which may be within any wetlands and/or pond (Lake ID #13-8).
7. Subject mineral reservations of record, if any.
8. The Auditor's Office indicates no delinquent taxes and no unpaid levied special assessments against this parcel.
9. The Treasurer's Office indicates the taxes due and payable in the year 2022 are in the amount of \$88.00 and are paid in full (Parcel ID No. 04.00343.06).

The above-described property may be subject to various governmental zoning and subdivision ordinances. These ordinances and regulations affect and regulate, among other things, the type of use to which the land may be put, lot sizes, building requirements, setbacks, and sewer, water systems, and certain prohibitions against the subdividing of parcels of land. CARE MUST BE EXERCISED to determine that any current use, or any contemplated use, conforms to these regulations. This title opinion does not cover any of these type zoning, subdivision and/or building ordinances.

This opinion is based on the Abstract alone and does not take into consideration rights of parties in possession, rights arising out of the bankruptcy and mechanic's lien laws or special assessments, zoning regulations or building restrictions not appearing in the Abstract, does not purport to cover matters of boundary lines, and is based upon the assumption that all of the grantors named in the various instruments had authority and full capacity to so act. This opinion does not purport to cover the possibility of hazardous wastes existing on or below the surface of said premises.

You should satisfy yourself as to boundary lines of the property and also as to any easements or fixtures which might be in place on the land that a visual inspection might detect. You should also satisfy yourself that no work or other improvements or materials have been expended upon such property within the past 120 days that could give rise to mechanic's liens.

If the property being sold is subject to an agricultural tax credit, commonly known as the Green Acres tax credit, the sale of the property could require the repayment of three years of the credit. If the new buyer will be continuing an agricultural use on the property, it is necessary that the new buyer apply for the Green Acres tax credit within 30 days after the date of sale. This credit is to be applied for with the County Auditor in the County where the land is located.

This opinion is made for the use of the addressee only. No representation has been made to any other party.

Yours very truly,

LINDBERG LAW OFFICE, P.A.

Grant W. Lindberg
GWL

Cc: Client



OWNER/DEVELOPER:
JEROLD CARLSON
16205 280TH ST.
CENTER CITY, MN 55012

TOTAL ACRES: 27.4±
NUMBER OF LOTS: 5
NUMBER OF OUTLOTS: 1

SURVEYOR & WETLAND DELINEATOR:
HULT & ASSOCIATES, INC./MFA
P.O. BOX 37
FOREST LAKE, MINNESOTA 55025
651-464-3130

VERTICAL DATUM: NGVD-1929

SHORELAND DISTRICT

RIPARIAN LOTS

NO ORDINARY HIGH WATER LEVEL ESTABLISHED

1 ACRE BUILDABLE MINIMUM
WIDTH 200

BUILDING SETBACKS:

DRY LINE 150
(40' SW ESTAB., SETBACK FROM SHORELINE SHOWN)
TOP OF BLUFF 30
R/W COUNTY HWY 80
R/W STREET 40
SIDE YARD 20

AGRICULTURE DISTRICT

(CONVENTIONAL)
LOT AREA 5 ACRES
BUILDABLE AREA 1 ACRE
WIDTH 300

(STANDARD CLUSTERING OPTION)
1 ACRE BUILDABLE MINIMUM
WIDTH 200

BUILDING SETBACKS:

CENTERLINE OF
TOWNSHIP ROAD 75
SIDE YARD 20
REAR YARD 50

NOTE:
WELLS AND SEPTIC SYSTEMS WILL BE
PRIVATE, INDIVIDUAL AND ON SITE.

NOTE:
SOIL TEST AREAS SHOWN ARE APPROX.
ONLY. PLEASE REFERENCE SOIL TEST
REPORT AND CONSULT SOIL TESTER
REGARDING SOILS INFORMATION SUCH
AS SOIL TEST AREA COVERAGE AND
SUITABILITY OF SOILS FOR SEPTIC AND
BUILDING PURPOSES.



AREAS	
BLOCK 1 LOT NO.	AREA (ACRES±)
1	2.6
2	2.3
3	2.3
4	2.5
5	3.2
OUTLOT	2.5

LEGEND	
●	DENOTES IRON PIPE MONUMENT FOUND
●	DENOTES OHIO COUNTY MONUMENT
⊙	DENOTES WELL HEAD
⊙	DENOTES SOIL BORING
⊙	DENOTES SOIL PERCOLATION
⊙	DENOTES APPROX. TREE LINE
⊙	DENOTES FENCE LINE
⊙	DENOTES WETLAND AREA
⊙	DENOTES TELEPHONE BOX
⊙	DENOTES CORRUGATED METAL PIPE
⊙	DENOTES TRANSFORMER BOX
⊙	DENOTES UTILITY POLE
⊙	DENOTES PROPOSED APPROX. HOME SITE (SIZE & LOCATION IS ARBITRARY AND SUBJECT TO REVISION)
---	DENOTES MINIMUM BUILDING SETBACK LINE
---	DENOTES SOIL TEST AREA

PRELIMINARY PLAT OF CARLSON'S LAKE ESTATES A CLUSTER DEVELOPMENT

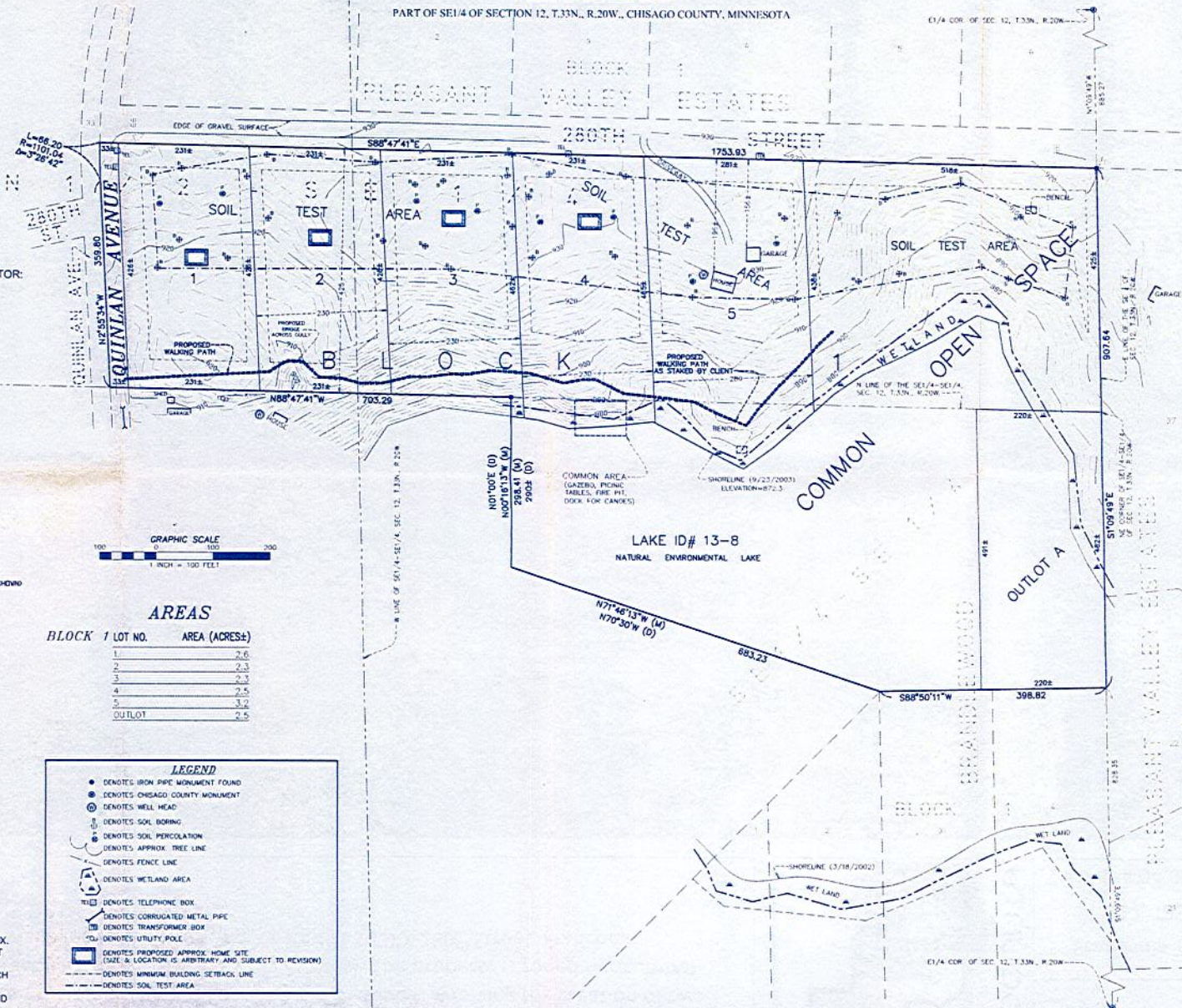
PART OF SE1/4 OF SECTION 12, T.33N., R.20W., CHISAGO COUNTY, MINNESOTA

E1/4 COR. OF SEC. 12, T.33N., R.20W.

VICINITY MAP
SEC. 12 & 13, T.33N., R.20W.
CHISAGO COUNTY, MINNESOTA



NOT TO SCALE



HULT & ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS
& WETLAND DELINEATORS
FOREST LAKE, MN 55025
651-464-3130
DATE: 1/06/2004

Robert & Jessica Randall - Aerial Photo

Robert & Jessica Randall – Property owners Robert & Jessica Randall and applicant Kelly Jordan are requesting approval of the Preliminary Plat of Carlson Lake Overlook, involving the creation of two lots from an 11.28-acre tract (Outlot A, Carlson's Lake Estates). The property is zoned Agricultural (AG) District / Shoreland Management District and located at 162XX 280th Street, Franconia Township, S12, T33, R20 (PID# 04.00343.06).

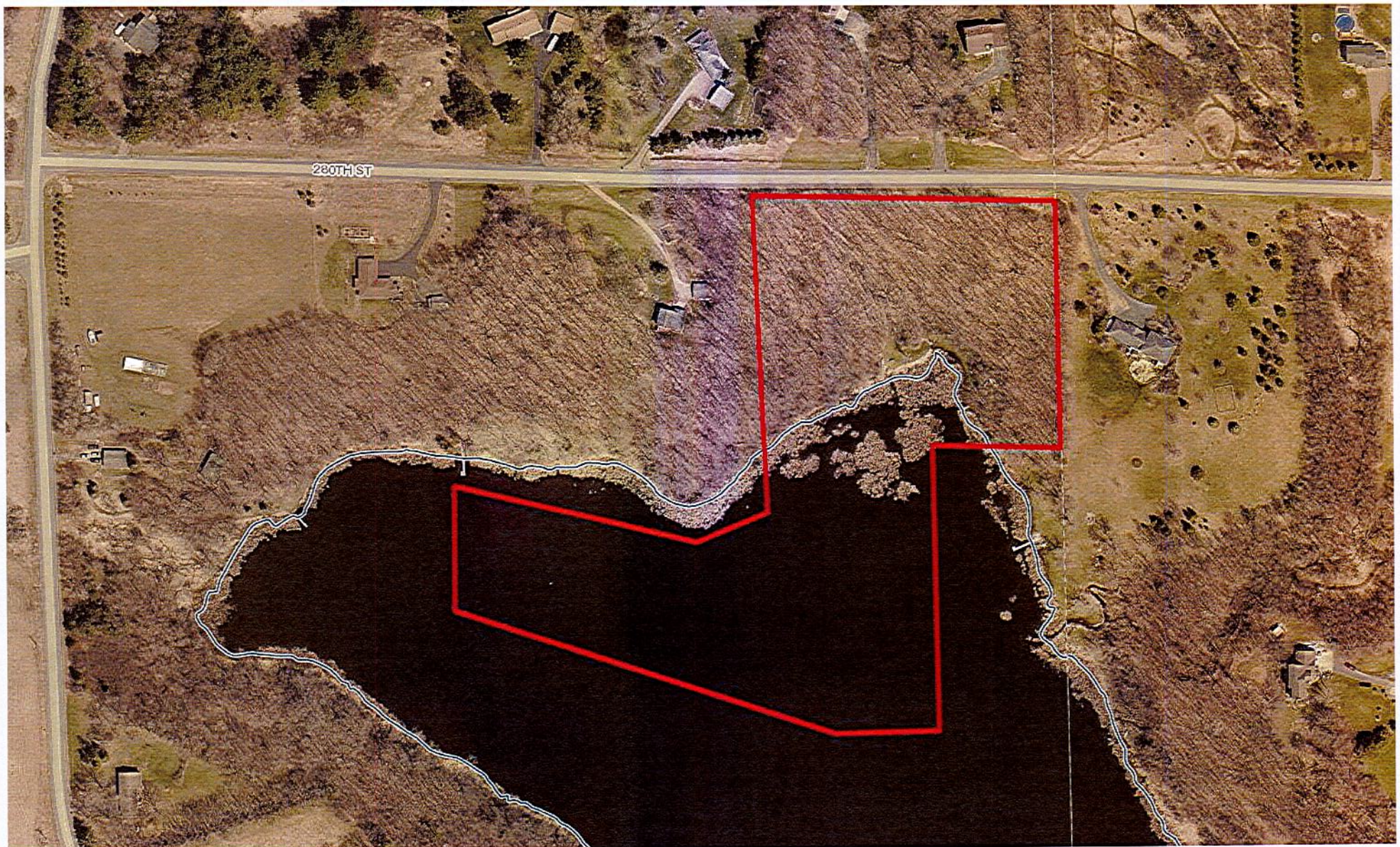
Randall Property - 



Franconia Township

S12, T33, R20

PID # 04.00343.06



Robert & Jessica Randall - Aerial Photo

Robert & Jessica Randall – Property owners Robert & Jessica Randall and applicant Kelly Jordan are requesting approval of the Preliminary Plat of Carlson Lake Overlook, involving the creation of two lots from an 11.28-acre tract (Outlot A, Carlson's Lake Estates). The property is zoned Agricultural (AG) District / Shoreland Management District and located at 162XX 280th Street, Franconia Township, S12, T33, R20 (PID# 04.00343.06).

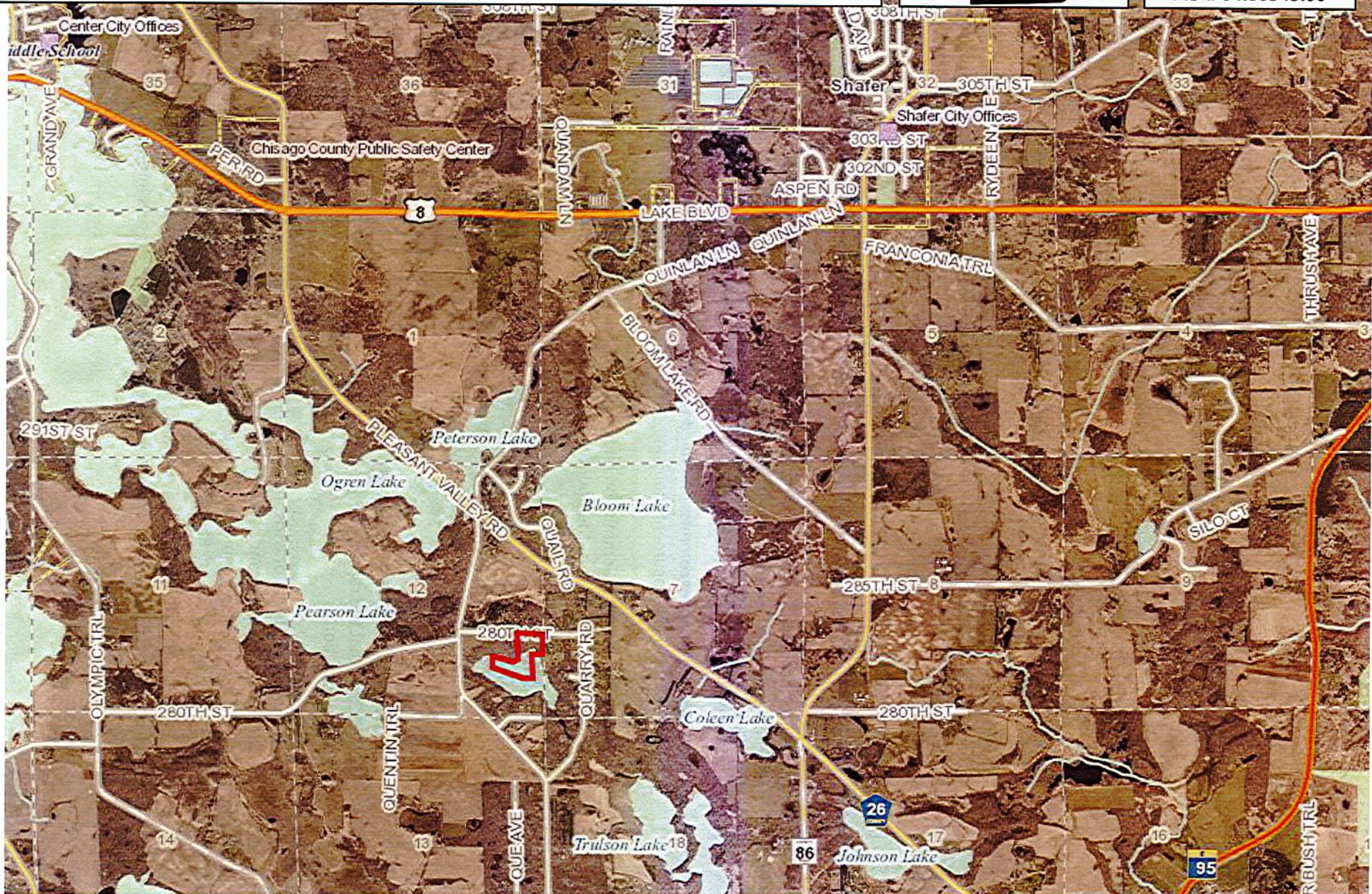
Randall Property - 



Franconia Township

S12, T33, R20

PID # 04.00343.06



RESOLUTION NO. PC2023-0301

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF 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; and

WHEREAS, the Planning commission tabled the request to March 2, 2023 to allow for submission of additional supporting documentation; and

WHEREAS, the Planning Commission finds that the Preliminary Plat of Carlson Lake Overlook is consistent with the intent of the County's Zoning, Subdivision, and Shoreland Management Ordinances; and

WHEREAS, the Planning Commission further finds that no evidence has been presented to demonstrate that Outlot A, Carlson's Lake Estates was expressly approved and dedicated as common open space within the cluster development thereby prohibiting future subdivision or residential development of said outlot.

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, that the request for Preliminary Plat is hereby recommended for approval, 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.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 2nd day of March, 2023.

Chris DuBose _____
Nathan Keech _____
Eric Leivian _____
John Sutcliffe _____

Dave Whitney _____
Jolene Wille _____
Chip Yeager _____

Chip Yeager
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

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.

ATTEST:

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

DRAFT

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
February 2, 2023

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

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

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

Approval of Agenda – Dave Whitney suggested adding discussion about cannabis shops under New Business. **Motion** by Chris DuBose to approve the agenda as amended to include agenda item 9a. Cannabis Shops; second by Jolene Wille. The motion passed 6-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, Whitney, and Yeager. Nays: None.

Approval of Minutes – **Motion** by Dave Whitney to approve the January 5, 2023 Regular Meeting minutes as presented; second by Eric Leivian. The motion passed 6-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, Whitney, and Yeager. Nays: None. **Motion** by Dave Whitney to approve the January 19, 2023 Work Session minutes as presented; second by Jolene Wille. The motion passed 6-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, Whitney, 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 6-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, Whitney, 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

Robert and Jessica Randall – Coordinator Gervais provided 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 (Outlot A, Carlson's Lake Estates). The property is zoned Agricultural (AG) District / Shoreland Management District and located at 162XX 280th Street, Franconia Township, S12, T33, R20 (PID# 04.00343.06).

Property owners Robert (Tony) and Jessica Randall were represented by applicant / surveyor Kelly Jordan to create two parcels from the 11.28-acre tract of land previously platted as Outlot A, Carlson's Lake Estates located on the south side of 280th Street, west of Quarry Road, and east of Quinlan Avenue. The property is undeveloped and situated immediately north of an unnamed natural environment lake (Lake ID#13-8). Carlson's Lake Estates was platted in 2006 as a cluster development consisting of five developable lots and two outlots. The property owners are seeking approval for a conventional subdivision of an open space outlot existing within a platted cluster development.

Gervais explained that the Preliminary Plat drawing on file for Carlson's Lake Estates shows that Outlot A was intended to be dedicated as common open space, as is required for cluster developments. The 2004 Planning

Commission meeting minutes explain and the Preliminary Plat drawing shows that, as part of the Carlson's Lake Estates cluster development, a walking path would be developed along the south side of Lots 1 – 5, Block 1 and terminating on what is now Outlot A (the subject site) along with a common area (gazebo, picnic tables, fire pit, dock and canoes) on the south side of Lot 4, Block 1 for use by the residents of the subdivision. The Preliminary Plat was recommended for approval by the Planning Commission on January 8, 2004 and approved by the County Board on January 21, 2004. The Final Plat was approved by the County Board on January 3, 2006 and the Final Plat drawing was shown to be substantially consistent with the approved Preliminary Plat, with the exceptions that the designations for Outlots A and B were swapped and the drawing no longer included notation that Outlot A which was specifically intended to be dedicated as common open space. However, this subdivision was processed as a cluster development and open space dedication was a required element for such developments in that timeframe. Staff is unsure of the original intent of Outlot B; however, it is privately owned and has no road access or other direct access from Lots 1 – 5 of Carlson's Lake Estates. Based on property records, four of the five platted lots and Outlot A went into foreclosure and were subsequently sold at a public auction in November 2009. The properties were purchased by the mortgage originator and later sold to private parties. Outlot A was purchased by Tony & Jessica Randall in October 2010. An aerial view of Carlson's Lake Estates shows that neither the walking path nor other common area elements appear to have been established as intended by the original developer, as illustrated in the 2004 Preliminary Plat drawing, and approved by the County Board.

Gervais explained that no record was found of a developer's agreement or other form of development contract that described the proposed / required improvements or any form of conservation easement or restrictive deed for Outlot A. The record would have established the intended and approved purpose and prohibit future residential development. A review of legal descriptions for other properties within Carlson's Lake Estates showed there was no common ownership of Outlot A as would be expected for "common" open space. This lack of recorded documentation is key to the discussion about whether Outlot A can be developed for residential purposes or any purpose other than common open space. Due to the severe elevations on both proposed lots, applicant / surveyor Kelly Jordan provided details that demonstrated the elevations do not constitute as a bluff. However, the elevations do likely constitute "steep slope" conditions on both proposed lots. Gervais stated that the property owners are aware of the development challenges related to the topography of the site and are aware that appropriate design and construction techniques will be required, including strategic Type 1 subsurface sewage treatment system (SSTS) placement and construction.

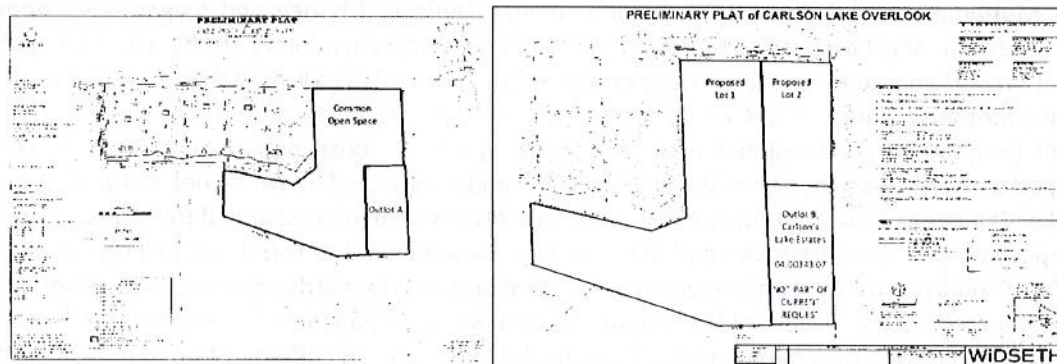
Due to the complexity of the request, staff sought legal opinion from the Chisago County Attorney's Office to assist in determining whether or not the County has the ability to approve a request to replat Outlot A, Carlson's Lake Estates. The legal opinion prepared and provided by Assistant County Attorney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

The Technical Review Committee met on January 11, 2023 with the applicant and property owner and the following items were discussed: County was analyzing the property owners' ability to develop an outlot originally intended to be dedicated as open space as part of a cluster development, bluff determination, issues related to septic design and septic location, and verification of soils and wetland delineation will occur when ground conditions allow and must be complete prior to submission of request for Final Plat.

The Franconia Town Board reviewed the proposed Preliminary Plat on January 17, 2023 and recommended approval "on condition [that] the "open area" from the building cluster is figured out on the County level".

Gervais explained that the purpose of cluster developments is to allow flexibility in the subdivision of land, and, in exchange for that flexibility, developers are required to dedicate a minimum of 30% of the total land area of the parent parcel as common open space for the benefit of property owners within that development. In the case of Carlson's Lake Estates, that common open space was shown on the Preliminary Plat drawing to include 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, the other property owners within Carlson's Lake Estates would have no common open space. However, the Randalls have owned the subject site since 2010 and the property has not been available to other property owners as common open space. Gervais noted that it could be assumed that other property owners in the Carlson's Lake Estates subdivision have not suffered and will not suffer adverse impacts from development of the subject site. Gervais summarized that, based on historical information, the Carlson's Lake Estates subdivision was processed as a cluster development; the subject site was approved as an outlot; and, the Carlson's Lake Estates Preliminary Plat drawing and 2004 Planning Commission meeting minutes suggest that the purpose of Outlot A, Carlson's Lake Estates was common open space as required as part of the cluster development process. Despite what staff believes was intended and approved in 2006 at the time of Final Plat approval for Carlson's Lake Estates, staff has found no recorded evidence demonstrating that Outlot A, Carlson's Lake Estates was memorialized or restricted as common open space. Further, staff has found no recorded evidence demonstrating that future development of Outlot A, Carlson's Lake Estates is strictly prohibited. Therefore, staff reluctantly recommended approval of the request to replat Outlot A, Carlson's Lake Estates with conditions. Gervais added that staff's recommendation was subject to change upon discovery or submission of any documentation memorializing Outlot A as common open space, or any direct public hearing testimony from owners of Lots 1 – 5, Block 1, Carlson's Lake Estates or evidence of adverse impacts to said properties.

R. Randall and K. Jordan were present and available to address questions and concerns. Chair Yeager asked the property owner and Planning Commission members for additional questions and comments. R. Randall indicated it was a straightforward subdivision of an outlot. The area is serviced by a hard surface road, natural gas, fiber optics, and high speed internet which are great amenities for developments. Dave Whitney asked clarifying questions on labels from the 2004 Preliminary Plat of Carlson's Lake Estates and proposed Preliminary Plat of Carlson Lake Overlook (see images below).



(L) Preliminary Plat of Carlson's Lake Estates (2004); (R) Proposed Preliminary Plat of Carlson Lake Overlook (2023)

Dave Whitney expressed concerns with Outlot B, Carlson's Lake Estates (PID# 04.00343.07) being landlocked. K. Jordan indicated that the 2004 Preliminary Plat drawing and 2006 Final Plat were slightly different in how the outlots were labeled, but, what was ultimately platted as Outlot B, Carlson's Lake Estates, was platted as a landlocked tract of land. Dave Whitney asked who owned Outlot B, Carlson's Lake Estates (PID# 04.00343.07). R. Randall indicated the parcel was owned by the original developer, Jerrold Carlson. Coordinator Gervais indicated that there was no documentation of description of purpose of Outlot B, Carlson's Lake Estates, but again offered that the outlot was platted in a landlocked manner. Dave Whitney indicated that access to Outlot B, Carlson's Lake Estates (PID# 04.00343.07) should be addressed in the current request for Preliminary Plat and not remain landlocked.

Chair Yeager opened the public hearing and sought comment.

Jerry Murray – 16307 280th Street, Center City. I own the property to the east of the proposed development. I have an agreement and I am in the process of purchasing Outlot B, Carlson's Lake Estates from Jerrold Carlson. Once the parcel has been purchased, the property will no longer be landlocked and this will address Commissioner Whitney's concern.

Michael Brusseau – 16205 280th Street, Center City. I own Lots 4 & 5, Block 1, Carlson's Lake Estates, located on the west side of the proposed development. If approved, I request that the setbacks be increased dramatically. There is only one little spot on proposed Lot 1, Carlson Lake Overlook to build on and I could be looking into someone's bathroom approximately 50' away. We purchased our lots after our realtor told us that Outlot A, Carlson's Lake Estates was unbuildable and would remain vacant. We wanted that space and privacy. If developed, we would no longer enjoy the relaxed development standards as allowed under a cluster development plat. If this does get approved, the relaxed development standards go away and definitely impact our quality of life and impact the development. We support denial of the request.

Motion by John Sutcliffe to close the public hearing. **Motion withdrawn** as another audience member came forward to speak.

Herman (Neil) Heinecke – 16284 280th Street, Center City. I own the property to the north, across the street from the proposed subdivision. I have a permanent easement on the property (proposed Lot 2 of the Preliminary Plat). I live next to the Randalls and I'm curious how this Preliminary Plat will impact with my easement.

With no other persons wishing to speak, **motion** by John Sutcliffe to close the public hearing; second by Eric Leivian. **Motion passed** 6-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, Whitney, and Yeager. Nays: None. Chair Yeager asked Planning Commission members for additional comments. John Sutcliffe asked for clarification on the location of Heinecke's easement across proposed Lot 2. K. Jordan indicated that he would need to review the terms for the easement, but R. Randall explained that the easement covered proposed Lot 2, Carlson Lake Overlook (as a southerly extension of Heinecke's property). Chris DuBose inquired how proposed Lot 2 could be developed with an easement across the whole lot. R. Randall indicated he would need to work it out with Heinecke. Chair Yeager brought forth Assistant County Attorney Fuge's question if the approval was granted for the proposed replat, would it adversely limit or prohibit development of Lots 1-5, Carlson's Lake Estates because the current subdivision would no longer enjoy the development standards under a cluster development. John Sutcliffe inquired as to the width of the proposed easement. K. Jordan indicated the proposed utility easement would be ten foot wide (five feet on each side of the lot line). John Sutcliffe questioned how the permanent easement granted to Heinecke could be removed or taken away. Coordinator Gervais indicated that the easement was an agreement between two private property owners and the matter would need to be worked out between the private property owners prior to request for Final Plat. Eric Leivian questioned if cluster

developments require dedication of open space in the amount of 30% of the parent parcel. Coordinator Gervais indicated that cluster developments do require a 30% open space dedication and a conservation easement recorded against the open space, adding that it does not appear that a conservation easement was recorded. Director Schneider commented that staff reluctantly recommended approval of the request; however, public hearing testimony may have some impact on and provide additional information for the Planning Commission's consideration. Schneider added that the Commission has the option of tabling the request for further consideration since property owners within Carlson's Lake Estates and surrounding areas have expressed concerns about direct impact from the proposed Carlson Lake Overlook subdivision. Schneider further added that review of information provided by adjacent property owners pertaining to their real estate transactions, specifically relating to the subject site and impacts of the proposed subdivision, should be considered. **Motion** by John Sutcliffe to table the request for Preliminary Plat of Carlson Lake Overlook for further review of additional supporting information; second by Jolene Wille. **Motion passed** 6-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, Whitney, and Yeager. Nays: None. The Planning Commission discussed a specific date at which to further review the request. **Motion was amended** by John Sutcliffe to table the request for Preliminary Plat of Carlson Lake Overlook for further review of additional supporting information until the March 2, 2023 meeting; second by Jolene Wille. **Motion passed** 6-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, Whitney, and Yeager. Nays: None. Dave Whitney noted his concerns related to landlocked Outlot B, Carlson's Lake Estates and the existing easement covering proposed Lot 2, Carlson Lake Overlook, and commented that these issues should be researched and reviewed for discussion at the next Planning Commission meeting.

Public Hearings – Continued Hearings - None

Old Business – None

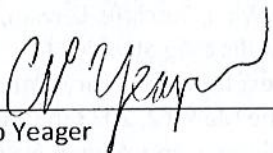
New Business – Dave Whitney reported that the legislature is working on a bill for marijuana legalization and he would like the Planning Commission to discuss potential concerns related to cannabis shops. Whitney added that this discussion could be incorporated into the current Zoning Ordinance update. Whitney described areas and towns in Michigan where cannabis shops have been established. The issue may impact cities more than townships, but unincorporated areas could have impacts related to the growing of marijuana or tasting / sampling areas similar to wineries and tasting rooms. Coordinator Gervais indicated that this issue would likely be highly regulated by the state and federal governments, similar to liquor. Also, the zoning ordinance specifically regulates Rural Retail Tourism, rather than wineries or alcohol. Gervais added that, if legalized, cannabis would likely be dealt with through a licensing process rather than a land use approval. Coordinator Gervais pointed out that marijuana is already grown in the county as an agricultural crop. Dave Whitney added his concerns for cannabis shops being established in communities like Almelund or Stark. County Commissioner Greene indicated that the state will likely regulate cannabis and the County Board will need to wait for legislative action before determining how best to proceed at the County level. Chair Yeager agreed to wait and come back to this at a later time if needed.

County Board Liaison Report / Update – County Commissioner Greene questioned if the lake in the R. Randall request (Preliminary Plat of Carlson Lake Overlook) was a private or public lake. Brief discussion was held on non-navigable and meandered lakes, and that property boundaries can extend into the bed of the lake instead of stopping at the shoreland. Commissioner Greene reported that the Auditor's Office was drafting a Consumption and Display License (a type of liquor license), explaining that it would be a license that a venue, such as a wedding venue, which does not hold an on-sale intoxicating liquor license, can apply for in order to have intoxicating liquor on the premises. Director Schneider reiterated that liquor is a licensing matter administered through the Auditor's Office and not a land use matter handled by the Planning Commission.

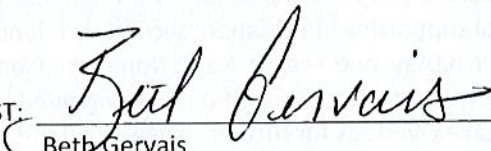
Miscellaneous

Chair Yeager questioned how the conservation easement for Outlot A, Carlson's Lake Estates did not get recorded. Coordinator Gervais commented that the project predated current staff and there simply was not enough historical information explaining the circumstances related to Carlson's Lake Estates. Coordinator Gervais indicated that procedures are in place and the processing of cluster developments will be handled differently moving forward to prevent matters like this from happening again.

Adjourn Meeting – Motion by Jolene Wille to adjourn the meeting; second by John Sutcliffe. **Motion passed** 6-0. Ayes: Wille, Sutcliffe, Leivian, DuBose, Whitney, and Yeager. Nays: None. The meeting was adjourned at 7:52 p.m.



Chip Yeager
Chair

ATTEST: 

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: April 5, 2023	Item Number: 21
Title of Item for Consideration: Fish Lake County Park Master Plan Presentation/Approval & Greater MN Regional Parks and Trails Commission Regional Designation Application Resolution	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services / Parks Division
Previous Action on this Matter: Chisago County Board charged county staff and Park Board to develop a master plan for the Fish Lake County Park.	
Background: Fish Lake Park is a 130-acre park located in both the City of Harris and Fish Lake Township. Development of a Master Plan for Fish Lake Park was first initiated in 2018 and was relaunched in the fall of 2022. Chisago County Staff and the Chisago County Park Board along with consulting planners from Hoisington Koegler Group Inc. (HKGi) have completed and are excited to present the Master Plan for the Fish Lake County Park for County Board consideration. The County Park Board membership, past and present, has played an ongoing and integral role in the development of the Master Plan and recommended its approval at their meeting of March 16, 2023. Concurrent with Master Plan presentation and approval of the Board, county staff is requesting approval to immediately submit Fish Lake County Park and its master plan outlined development objectives to the Greater Minnesota Parks and Trails Commission (GMRPTC) for Regional Designation consideration. Successful Regional Designation of Fish Lake Park will avail the park to significant statewide Legacy Grant and other competitive funding opportunities. County staff has had great success in these same grant funding pursuits as they relate to our two regionally designated county trails (Sunrise Prairie and Swedish Immigrant Regional Trails) and looks forward to entering Fish Lake County Park into similar regionally significant and successful grant funding discussions. The County Board is respectfully requested to review and approve the Fish Lake County Park Master Plan and approve the accompanying Regional Designation Application Resolution directing submittal of the park and park planning elements for regional designation by the GMRPTC. Attachment(s): 1) Fish Lake Park Master Plan document (Presentation by HKGi) 2) GMRPTC Regional Designation Resolution 3) General Park Development Planning Map Excerpts 4) Master Plan Cost Estimates and Analysis Spreadsheet	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Fish Lake Park Master Plan and GMRPTC Regional Designation Resolution as presented. Two suggested motions are presented for consideration: <u>Motion #1</u>	

"Move to Accept and Approve the Fish Lake Park Master Plan as prepared and presented"

Motion #2

"Move to Approve Resolution No. 23/0405-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, supporting and approving the sponsorship of Fish Lake County Park as a Regional park in Greater Minnesota by the Greater Minnesota Parks and Trails Commission"

Implications of Action: Board approvals at tonight's meeting provides an official master planning document related to the Fish Lake Regional Park and its operation and directs said park/plan to proceed to be recognized and vetted by a committee working under the direction of the Greater Minnesota Regional Parks and Trail Commission (GMRPTC) for regional designation.

Budget/Financial Implications: The action results in no specific financial implications, however, completion will provide required park planning tools to compete for regional funding beneficial to development of the park. Total cost estimates and analysis of the master plan include several phases of significant investment. Successful regional designation of Fish Lake Park will be a key component to pursuing and receiving the competitive grant funding necessary to make the Master Plan a reality.

Legal/Policy Implications: The approved Master Plan will become a lead policy document in the operations and future development pursuits of Fish Lake County Park.

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. 23/0405-____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, SUPPORTING REGIONAL PARK DESIGNATION APPLICATION IN
GREATER MINNESOTA:

WHEREAS, Fish Lake County Park located at 43308 Elmcrest Avenue, Harris, MN is a highly valued 130+ acre Chisago County Park; and

WHEREAS, Chisago County endeavors to be the Lead Applicant in submitting Fish Lake County Park to the Greater Minnesota Regional Parks and Trails Commission for Regional Designation; and

WHEREAS, Chisago County, as lead applicant, has the authority to act as legal public sponsor for the application described in the Request for Designation as a Regional Park or Trail in Greater Minnesota;

WHEREAS that as lead applicant we are fully aware of the information provided in the application and associated responsibilities, including long-term commitments as defined in the application and related master plan and supporting information as submitted; and

WHEREAS, should *Fish Lake County Park* receive formal designation as a Regional park in Greater Minnesota by the GMRPT Commission, that as the lead applicant we have the legal authority to enter into formal designation and funding agreements with the Commission for the referenced park.

NOW THEREFORE, BE IT RESOLVED that as the lead listed applicant that the Chisago County Board of Commissioners hereby certifies our commitment to comply with all applicable laws and regulations associated with regional designation and any future grant funding for our respective portions of any Fish Lake Park project.

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: April 5, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

I CERTIFY THAT the above resolution was adopted by the listed lead applicant Board.

By _____
Chase Burnham, County Administrator

Date _____

Witnessed:

Joe Tart, Parks Director

Date _____

PARK DEVELOPMENT PLAN

The Park Development Plans outline potential future improvements throughout the park. Future projects are organized by location and keyed to images and descriptions throughout the next few pages.

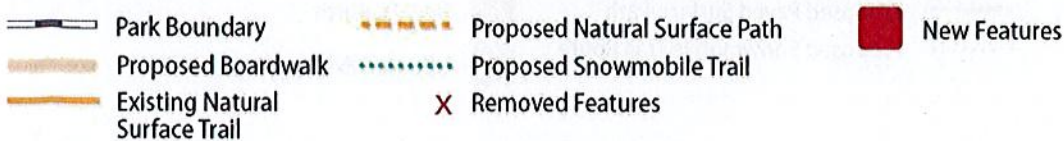
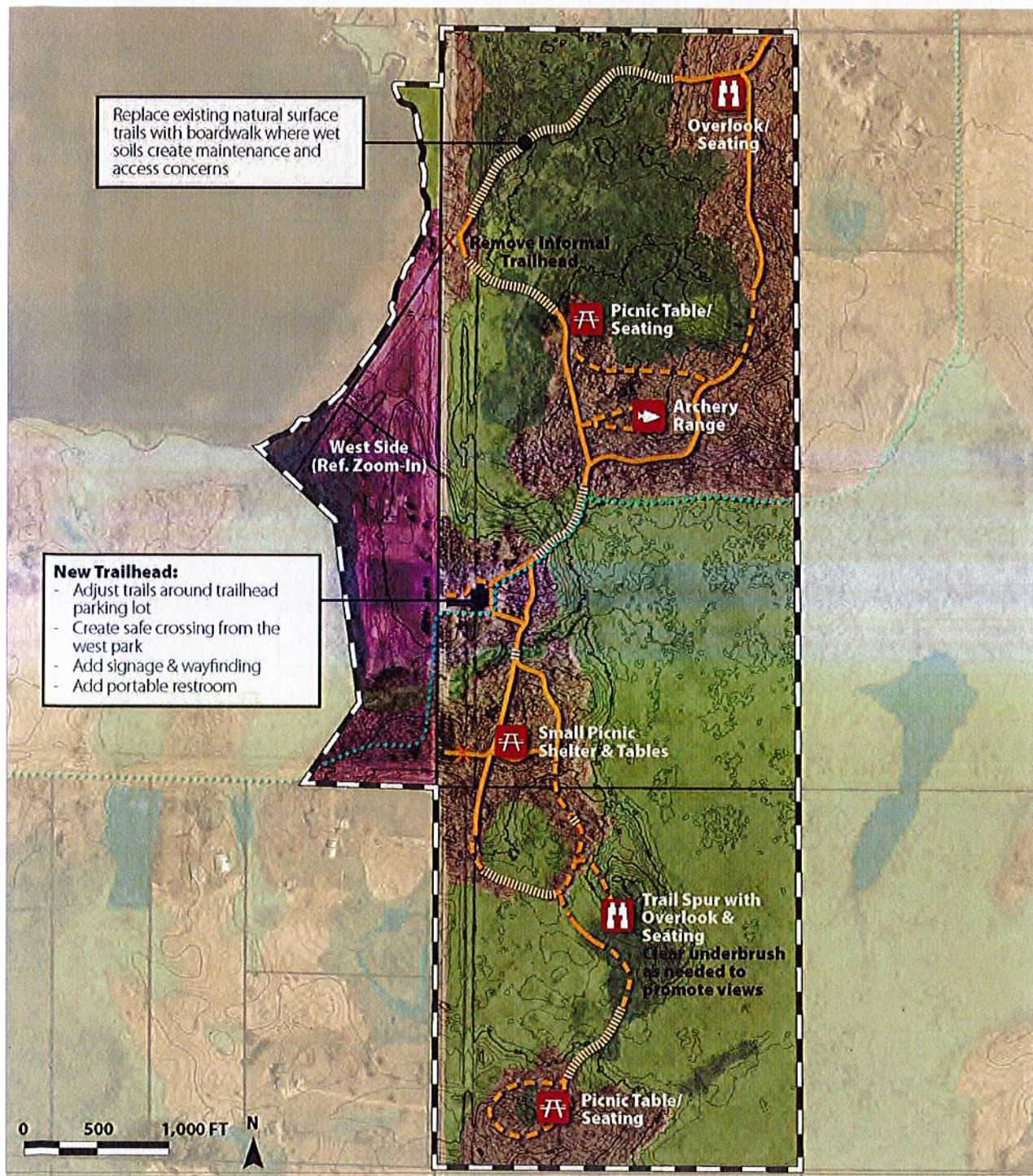
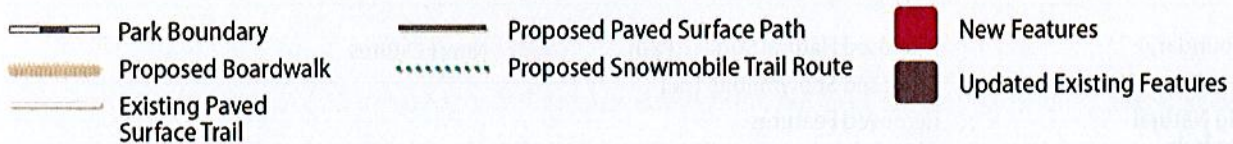


FIGURE 5.1 PARK DEVELOPMENT PLAN- EAST



Fish Lake Park Master Plan

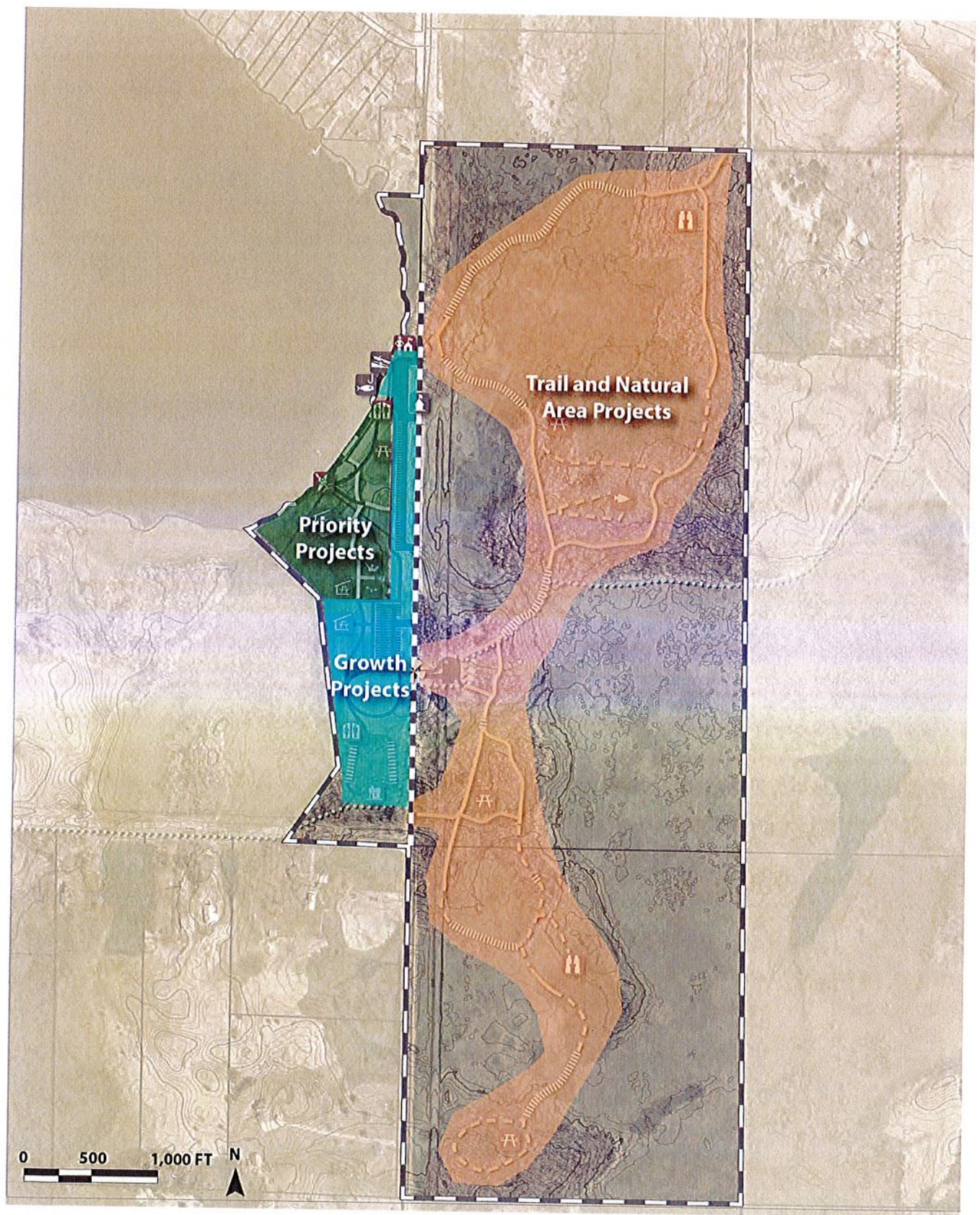


FIGURE 9.1 PHASING PLAN

COST ANALYSIS

The cost estimates shown in Table 9.1 summarize the total anticipated costs to complete each of phases shown in the Implementation Plan to complete the improvements outlined in Chapter 5 of this document. Subsequent pages further define each of the projects included in each phase.

It is important to note the following conditions of the cost analysis:

Priority Projects: Beach + Aquatics		
Beach Expansion	\$	186,650.00
Vault Restroom	\$	200,000.00
Paddle Launch	\$	156,048.00
Aquatic Recreation Amenities	\$	165,000.00
Picnic Area Improvements	\$	160,000.00
Play Area	\$	401,400.00
Open Flex Lawn	\$	62,400.00
New Bathhouse	\$	1,130,000.00
Construction Total	\$	2,461,498.00
Mobilization (8%)	\$	196,919.84
Design/Engineering (15%)	\$	369,224.70
Contingency (10%)	\$	246,149.80
Total Near-Term Improvements	\$	3,273,792.34

Growth Projects: Parking, Pavilion, Camper Cabins		
North Parking Lot & Boat Launch	\$	345,730.00
Central Parking Lot Improvements	\$	290,300.00
South Parking Lot Improvements	\$	239,500.00
Camper Cabins	\$	804,800.00
Large Picnic Pavilion	\$	825,000.00
Construction Total	\$	2,505,330.00
Mobilization (8%)	\$	200,426.40
Design/Engineering (15%)	\$	375,799.50
Contingency (10%)	\$	250,533.00
Total Mid-Term Improvements	\$	3,332,088.90

Trail and Natural Area Projects: East Fish Lake Park Trails		
South-East Trails	\$	827,950.00
ADA North-East Trail Loop	\$	1,939,530.00
Archery Range	\$	67,650.00
East Trailhead	\$	151,775.00
Construction Total	\$	2,986,905.00
Mobilization (8%)	\$	238,952.40
Design/Engineering (15%)	\$	448,035.75
Contingency (10%)	\$	298,690.50
Total Long-Term Improvements	\$	3,972,583.65

- » Costs are based on similar projects completed in the Twin Cities metropolitan area and may not be reflective of specific markets in Chisago County.
- » Most costs assume contractor construction or installation, and do not include permitting costs.
- » Costs do not take into consideration work that County staff, volunteer groups or others could complete.
- » Costs are based on 2023 pricing.
- » Although intended to be conservative, actual costs will vary depending on the year each aspect of the master plan is implemented, the project parameters, economic conditions affecting bidding and the actual site conditions found in the field during final design and construction.

TABLE 9.1 PHASED DEVELOPMENT COST ESTIMATES

PRIORITY PROJECTS: BEACH + AQUATICS						
	Description	Qty.	Unit	Unit Price	Cost	notes
Beach Expansion	Beach Expansion	1	ls	\$40,000.00	\$ 40,000.00	
	Perimeter Sidewalk	2,520	sf	\$20.00	\$ 50,400.00	315 lf, 8' wide, board-form concrete to mimic "boardwalk"
	Landscaping	1	ls	\$15,000.00	\$ 15,000.00	
	Seawall	250	lf	\$325.00	\$ 81,250.00	
				Beach Expansion	\$ 186,650.00	
Vault Rest Room	Pre-fab Vault Restroom	1	ea	\$200,000.00	\$ 200,000.00	two-stall rest room with storage near camper cabins
				Vault Restroom	\$ 200,000.00	
Paddle Launch	ADA-accessible Paddle Launch	1	ea	\$100,000.00	\$ 100,000.00	Aluminum and composit decking floating dock and gangway with boat slide, handrail, loading bench, roll cage
	Paddlecraft Rental Kiosk	1	ea	\$50,000.00	\$ 50,000.00	Or option to work with a local vendor
	Bituminous Trail	168	lf	\$36.00	\$ 6,048.00	6' wide
				Paddle Launch	\$ 156,048.00	
Aquatic Recreation Amenities	ADA-accessible Fishing Pier	1	ea	\$50,000.00	\$ 50,000.00	
	Swimming Platform	1	ea	\$15,000.00	\$ 15,000.00	
	Floatable Aquatic Play Course	1	ls	\$100,000.00	\$ 100,000.00	Cater floatable design and anchoring to meet budget and site needs.
				Aquatic Recreation Amenities	\$ 165,000.00	
Picnic Area Improvements	Relocate Shelter out of Wetland	1	ls	\$ 40,000.00	\$ 40,000.00	1050 sf shelter- reuse structure. Demo concrete and pour new pad and footings
	Shade Sails in Lawn between Beach and Parking	7	ea	\$ 15,000.00	\$ 105,000.00	
	Add Lawn Games	1	ls	\$ 15,000.00	\$ 15,000.00	Could reduce depending on number desired
				Picnic Area Improvements	\$ 160,000.00	
Play Area	Updated Playground	1	ls	\$200,000.00	\$ 200,000.00	4400 sf container
	Playground Drainage	1	ls	\$6,000.00	\$ 6,000.00	
	Playground Surfacing - Poured in Place	4,400	sf	\$35.00	\$ 154,000.00	
	Concrete Container	330	lf	\$30.00	\$ 9,900.00	
	Waste Receptacle	1	ea	\$1,000.00	\$ 1,000.00	
	Benches	5	ea	\$2,500.00	\$ 12,500.00	
	Landscaping	1	ls	\$5,000.00	\$ 5,000.00	
	Perimeter Walks	1,300	sf	\$10.00	\$ 13,000.00	4" concrete
				Play Area	\$ 401,400.00	
Open Flex Lawn	Flex Field Space	27,000	sf	\$1.00	\$ 27,000.00	turf seeding/establishment
	Crushed Aggregate Perimeter Walk	1,800	sf	\$3.00	\$ 5,400.00	450 lf, 4' wide
	Seating Berm	1	ls	\$20,000.00	\$ 20,000.00	
	Landscaping	1	ls	\$10,000.00	\$ 10,000.00	road screening and perimeter plantings
				Open Flex Lawn	\$ 62,400.00	
New Bathhouse	New Bathhouse with Restrooms and Showers	2,000	sf	\$500.00	\$ 1,000,000.00	2,000 sf enclosed bathhouse with restrooms/showers/staff space, storage, vending and drinking water. (roughly doubles current footprint)
	Septic Connections	1	ls	\$ 80,000.00	\$ 80,000.00	Re-use existing septic with modifications as needed
	Landscaping	1	ls	\$ 50,000.00	\$ 50,000.00	Removal of ash trees and replacement plantings
				New Bathhouse	\$ 1,130,000.00	
				SUBTOTAL	\$ 1,085,555.00	
Mobilization				10%	\$ 108,555.50	
Engineering / Design				18%	\$ 195,399.90	
Contingency				15%	\$ 162,833.25	
				PRIORITY PROJECTS TOTAL	\$ 1,552,343.65	

TABLE 9.2 PRIORITY PROJECTS COST ESTIMATE

GROWTH PROJECTS: PARKING, PAVILION, CAMPER CABINS						
	Description	Qty.	Unit	Unit Price	Cost	Notes
North Parking Lot and Boat Launch	Park Entry Sign	1	ea	\$ 10,000.00	\$ 10,000.00	
	Wayfinding Signage	1	ls	\$ 10,000.00	\$ 10,000.00	
	Asphalt Parking Lot Surfacing	26,425	sf	\$ 6.00	\$ 158,550.00	Main parking lot
	Parking Stormwater Allowance	1	ls	\$ 35,500.00	\$ 35,500.00	\$15/sf stormwater feature cost: 2345 sf
	Parking Lot Striping/Signing	1	ls	\$ 1,500.00	\$ 1,500.00	
	Trash Enclosure	1	sf	\$ 6,000.00	\$ 6,000.00	Wood enclosure and gates
	Concrete Pad for Dumpster	360	sf	\$ 8.00	\$ 2,880.00	7" concrete slab and base
	New Boat Launch Piers	2	ea	\$ 35,000.00	\$ 70,000.00	50 lf each
	Aquatic Invasive Species Check Station	1	ls	\$ 15,000.00	\$ 15,000.00	7" concrete parking area and signage
	Waste Receptacle	2	ea	\$ 1,000.00	\$ 2,000.00	
	Screened Portable Restroom	1	ea	\$ 10,000.00	\$ 10,000.00	
	Concrete Sidewalk	1830	sf	\$ 10.00	\$ 18,300.00	245 lf at 6' wide
	Remote Payment Kiosk	1	ea	\$ 6,000.00	\$ 6,000.00	
	North Parking Lot & Boat Launch				\$ 345,730.00	
Central Parking Lot Improvements	Asphalt Parking Lot Surfacing	20,600	sf	\$ 6.00	\$ 123,600.00	Main parking lot
	Parking Stormwater Allowance	1	ls	\$ 120,000.00	\$ 120,000.00	\$15/sf stormwater feature cost: 7900 sf
	Parking Lot Striping/Signing	1	ls	\$ 1,500.00	\$ 1,500.00	or \$5,000 for thermoplastic markings
	Waste Receptacle	2	ea	\$ 1,000.00	\$ 2,000.00	
	Landscaping	1	ls	\$ 15,000.00	\$ 15,000.00	
	Concrete Sidewalk	2820	sf	\$ 10.00	\$ 28,200.00	470 lf at 6' wide
	Central Parking Lot Improvements				\$ 290,300.00	
South Parking Lot Improvements	Asphalt Parking Lot Surfacing	25,200	sf	\$ 6.00	\$ 151,200.00	
	Parking Stormwater Allowance	1	ls	\$ 42,000.00	\$ 42,000.00	\$15/sf stormwater feature cost: 2800 sf
	Parking Lot Striping/Signing	1	ls	\$ 1,500.00	\$ 1,500.00	
	Waste Receptacle	1	ea	\$ 1,000.00	\$ 1,000.00	
	Landscaping	1	ls	\$ 15,000.00	\$ 15,000.00	
	Bituminous Trail Connections	800	lf	\$ 36.00	\$ 28,800.00	6' wide trails. Includes trail connecting to middle parking lot, along west side of south lot, and south side of south lot (to East Park trails)
	South Parking Lot Improvements				\$ 239,500.00	
Camper Cabins	Camper Cabins	5	ea	\$ 75,000.00	\$ 375,000.00	
	Bituminous Trail Connections	550	lf	\$ 36.00	\$ 19,800.00	
	Boardwalk/Pedestrian bridge	1800	sf	\$ 200.00	\$ 360,000.00	300 lf of 6' wide boardwalk/bridges over channel
	Landscaping/ Screening	1	ls	\$ 50,000.00	\$ 50,000.00	
	Camper Cabins				\$ 804,800.00	
Large Picnic Pavilion	150-person Open-air Pavilion	1	ea	\$750,000.00	\$ 750,000.00	3240 sf open air Pavilion potentially with restrooms
	Wetland Overlook Deck	1	ls	\$75,000.00	\$ 75,000.00	
	Large Picnic Pavilion				\$ 825,000.00	
				SUBTOTAL	\$ 2,505,330.00	
			Mobilization	8%	\$ 200,426.40	
			Engineering / Design	15%	\$ 375,799.50	
			Contingency	10%	\$ 250,533.00	
			GROWTH PROJECTS TOTAL		\$ 3,332,088.90	

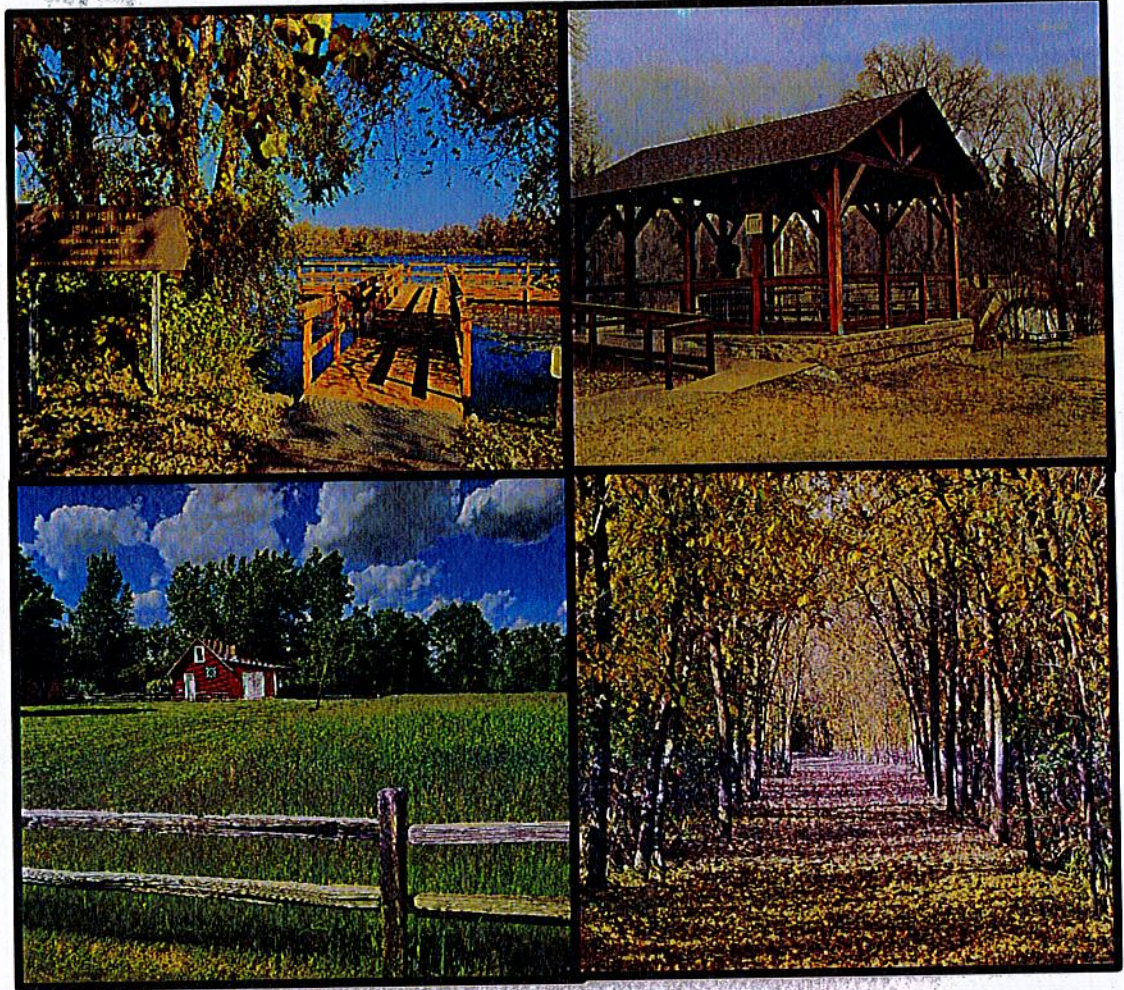
TABLE 9.3 GROWTH PROJECTS COST ESTIMATE

TRAIL AND NATURAL AREA PROJECTS						
	Description	Qty.	Unit	Unit Price	Cost	Notes
South-East Trails	Packed earth natural surface trails	1930	lf	\$ 15.00	\$ 28,950.00	
	Boardwalk with Helical Piers	1920	sf	\$ 200.00	\$ 384,000.00	320 lf of 6' boardwalk over more permanently flooded area
	Boardwalk without Helical Piers	2160	sf	\$ 125.00	\$ 270,000.00	360 lf of 6' boardwalk over seasonally flooded area
	Overlook	1	ls	\$ 15,000.00	\$ 15,000.00	
	Picnic Tables	4	ea	\$ 4,000.00	\$ 16,000.00	
	Small Picnic Shelter	1	ea	\$ 100,000.00	\$ 100,000.00	
	Benches	4	ea	\$ 2,500.00	\$ 10,000.00	
	Tabletop Map	1	ea	\$ 4,000.00	\$ 4,000.00	
				South-East Trails	\$ 827,950.00	
ADA-accessible North Trail Loop (East Park)	Crushed Aggregate Trails	20760	sf	\$ 3.00	\$ 62,280.00	3460 lf of 6' trails. Does not include edger
	Boardwalk with Helical Piers	8010	sf	\$ 200.00	\$ 1,602,000.00	1335 lf of 6' boardwalk over more permanently flooded area
	Boardwalk without Helical Piers	1890	sf	\$ 125.00	\$ 236,250.00	315 lf of 6' boardwalk over seasonally flooded area
	Overlook	1	ls	\$ 15,000.00	\$ 15,000.00	
	Picnic Tables	2	ea	\$ 4,000.00	\$ 8,000.00	
	Benches	4	ea	\$ 3,000.00	\$ 12,000.00	
	Tabletop Map	1	ea	\$ 4,000.00	\$ 4,000.00	
				ADA North-East Trail Loop	\$ 1,939,530.00	
Archery Range	Archery Range	1	ls	\$ 60,000.00	\$ 60,000.00	raised platform, barrier landscaping
	Crushed Aggregate Trail Connections	2550	sf	\$ 3.00	\$ 7,650.00	425 lf of 6' trails. Does not include edger
				Archery Range	\$ 67,650.00	
East Fish Lake Park Trailhead	Park Entry Sign	1	ea	\$ 10,000.00	\$ 10,000.00	
	Wayfinding Kiosk/Map	1	ea	\$ 8,000.00	\$ 8,000.00	map to be able to be replaced as trails get developed
	Interpetive Signs	2	ea	\$ 5,000.00	\$ 10,000.00	
	Intersection Signs	13	ea	\$ 100.00	\$ 1,300.00	Recycled flat plastic trail markers 4' x 4"- purchase all for future trails and install/move as necessary
	RRFB Crosswalk	1	ls	\$25,000.00	\$ 25,000.00	
	New Gravel Parking Lot	8000	sf	\$6.00	\$ 48,000.00	
	Crushed Aggregate Trails	1625	sf	\$3.00	\$ 4,875.00	6' trails. Does not include edger
	Benches	2	ea	\$2,500.00	\$ 5,000.00	
	Bike Loops	6	ea	\$ 600.00	\$ 3,600.00	
	Landscaping	1	LS	\$ 5,000.00	\$ 5,000.00	
	Waste Receptacle	1	ea	\$ 1,000.00	\$ 1,000.00	
	Screened Portable Restroom	1	ea	\$ 10,000.00	\$ 10,000.00	
	Solar Lights	2	ea	\$ 10,000.00	\$ 20,000.00	
				East Trailhead	\$ 151,775.00	
				SUBTOTAL	\$ 2,986,905.00	
				Mobilization	8%	\$ 238,952.40
				Engineering / Design	15%	\$ 448,035.75
				Contingency	10%	\$ 298,690.50
				TRAIL AND NATURAL AREA PROJECTS TOTAL		\$ 3,972,583.65

TABLE 9.4 TRAILS AND NATURAL AREA PROJECTS

Chisago County Request For Board Action

Meeting Date: April 5, 2023	Item Number: 22
Title of Item for Consideration: Environmental Services Parks Division 2022 Annual Report	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services Dept. on behalf of the Chisago County Park Board
Previous Action on this Matter: None	
Background: Chisago County Parks and Trails has carried on and initiated several successful parks operation projects and grant pursuits for Chisago County. Enclosed please find a 2022 Annual Report highlighting Parks activities for 2022. At the discretion of the Board, staff will be available at your meeting to review and discuss County Parks and the enclosed report. Attachment(s): Annual Report	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board Accept the 2022 Annual Report of the County Parks Department. The recommended motion is: <i>“Move to Accept the 2022 Annual Report of Chisago County Parks and Trails Division of the Environmental Services Department.”</i>	
Implications of Action: Staff will be available meet and review any questions on the 2022 Annual Report. Budget/Financial Implications: None Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



ANNUAL REPORT 2022

Chisago County Parks and Trails

CHISAGO COUNTY PARKS AND TRAILS DIVISION

Our Vision:

"A park and trail system focusing on diverse natural resources and the recreational needs of Chisago County residents and visitors."

Mission Statement:

"Protect the natural resources, balance the demand for recreation with the need for conservation, offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities."

Chisago County Board of Commissioners

Commissioners	District	Term
Chris DuBose	1	1/7/2019-12/31/2022
Rick Greene (Chair)	2	1/5/2021-12/31/2024
Marlys Dunne	3	1/3/2023-12/31/2026
Ben Montzka (Vice Chair)	4	1/3/2023-12/31/2024
Dan Dahlberg	5	12/7/2022-12/31/2024

Chisago County Parks Advisory Commission

Park Board Members	District	Term
Jolene Wille	1	1/5/2022-01/04/2025
Daniel Kaiser	2	1/7/2020-12/31/2022
Gregg Carlson (Chair)	3	1/5/2021-01/05/2024
Jill Sicheneder	4	1/7/2020-12/31/2022
Frank Storm (Vice Chair)	5	1/4/2022-01/04/2025
Dan Dahlberg-(Liaison)	5	12/7/2022-12/31/2024

Chisago County Parks and Recreation Staff

Name	Position
Joseph R. Tart	Parks Director
David B. Johnson	Parks Maintenance Lead
Nicole Hawley	Office Support Specialist



Chisago County Parks and Trails

Chisago County Parks system includes 5 parks, 2 regional trails and a park reserve that provide access to area rivers, lakes and natural areas. Enhancement, improvement and continued expansion of the parks and trail systems will continue to be our main focus for residents and visitors.

Total Acreage Distribution	Acres
Total Develop Use Area	137
Total Develop Acres of Parks, Picnic, Rest Areas	74
Total Miles of Active Trails	22
Total Park and Trail Acreage	853
Total Trailhead Rest Area Acreage	6

Chisago County Park Acreage Distribution

Fish Lake Park, total acres-----130
 Area developed for active use (Approximate)-----25

Checkerboard Park, total acres-----120
 Area developed for active use (Approximate)-----7

Kost Dam Park, total acres-----27
 Area developed for active use (Approximate)-----5.4

Ki-Chi-Saga Park, total acres-----97
 Area developed for active use (Approximate)-----24

Dennis Frandsen Park, total acres-----117
 Area developed for active use (Approximate)-----7

Sunrise Prairie Regional Trail, total acres-----180
 Area developed for active use (Approximate)-----45
 Total miles of maintained trails (Approximate)-----15.3
 Total Trailhead Rest Area acres (Approximate)-----5.5

Swedish Immigrant Regional Trail, total acres-----42
 Area developed for active use (Approximate)-----24
 Total miles of maintained trails (Approximate)-----6.7
 Total Trailhead Rest Area acres (Approximate)-----.5

North Sunrise Park Reserve-----150
 Area developed for active use (Approximate)-----0
 Total area (square feet) of land rented to others (Approximate)-576,000

PERSONNEL



In 2022 Chisago County Parks season staff include several new hires along with returning employees for the Parks Maintenance and Collection Attendant positions. Seven of the ten seasonal staff positions were filled with returning employees.

Chisago County Sheriff Department helped assist and inform parks division as a point of contact for disturbances and vandalism on related park properties throughout the 2022 season.

"Sentence-To-Serve" crew helped assist with weekly park and trail mowing duties throughout the summer season with an average crew size of 2-3 persons.

Chisago County Shelter Reservations Shelter Reservations (3-year comparison)

CHISAGO COUNTY PARKS SHELTERS	2020	2021	2022
Checkerboard Park	2	2	4
Kost Park	3	4	1
Dennis Frandsen Park	6	10	7
Ki-Chi Saga Park Shelter #1 (Play Structure)	6	9	9
Ki-Chi Saga Park Shelter #2 (Soccer)	3	2	0
Fish Lake Park Shelter #1 (Play Structure)	10	21	23
Fish Lake Park Shelter #2 (Lake)	11	24	23
TOTAL RESERVATIONS	41	72	67



Chisago County Fish Lake Parking Permits Sold

2022 Parking Permits	2020	2021	2022
Daily Parking Permits	2,920	2,583	2,349
Season Parking Permits	268	217	179
½ Price Season Parking Permits	42	120	86

PROGRAMS-SPECIAL EVENTS

Purpose

Chisago County Parks and Trails encourages environmental, educational and recreational programs throughout the Parks and Trails system. Many organizational groups, schools and associations play an active role to provide these services and opportunities to residents.

Notable Special Events

Chisago County Parks and Trails hold several special events throughout each year. Below is a list of calendar events scheduled in 2022

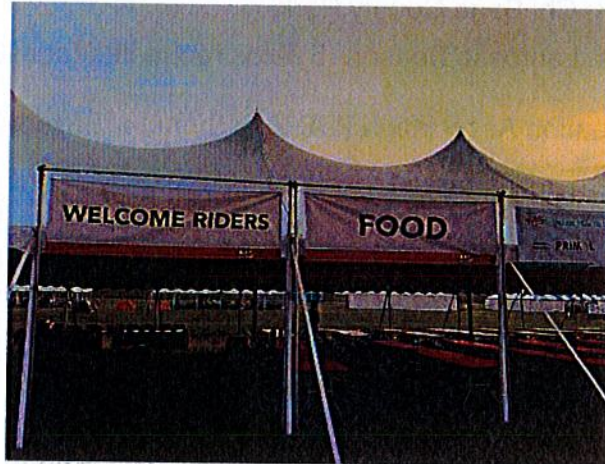
Ragnar Road Relay Race

- Date: August 12th & 13th, 2022
- Location: Sunrise Prairie Regional Trail
- Comments: Public sign up for a 200-mile journey from St. Paul to Duluth.



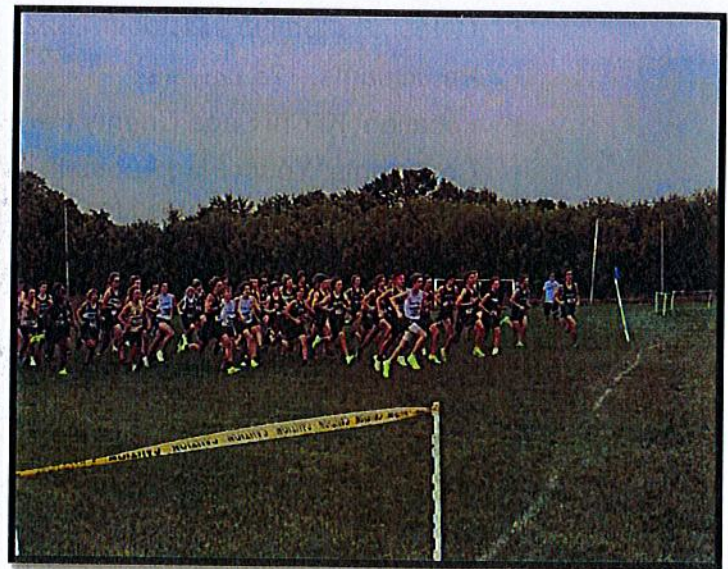
MS 150 Bike Race

- Date: June 10 -12, 2022
- Location: Sunrise Prairie Regional Trail
- Comments: The MS 150 is a two-day bike event covering 150 miles, approximately 75 miles each day.



Chisago Lakes High School Cross Country Meet

- Date: September 20, 2022
- Location: Ki Chi Saga County Park
- Comments: High School Cross Country Meet



Sporting Events

Lakes Area Recreation Association (LARA) - Lacrosse

- Dates: April - July 2022
- Participants: 90 players
- Location: Ki Chi Saga County Park
- Comments: Lacrosse Season- 5 fields requested for all teams

Lakes Area Recreation Association (LARA) - Summer Baseball Season

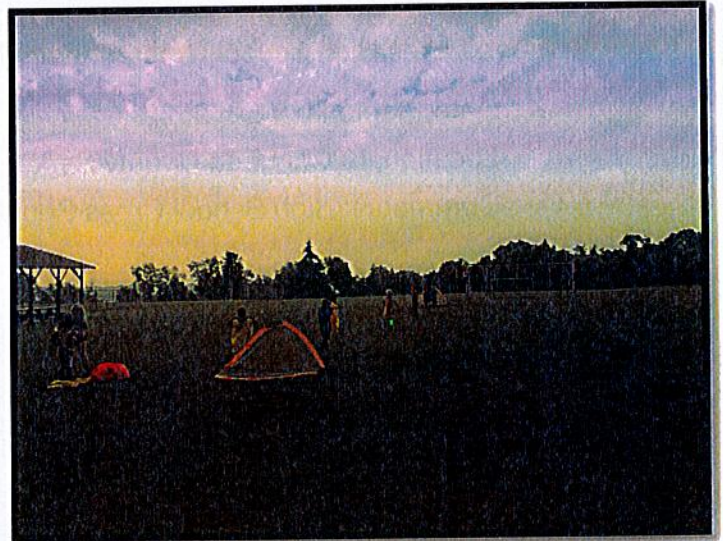
- Dates: May - July 2022
- Participants: 121 players
- Location: Ki Chi Saga County Park
- Comments: Baseball Season- Field #1 & #3 requested for user groups 9U, 10U and 11U teams

Lakes Area Recreation Association (LARA) - In-House Soccer

- Dates: July - August 2022
- Participants: 476 players
- Location: Ki Chi Saga County Park
- Comments: Soccer Season- 4 fields requested for all teams

Lakes Area Recreation Association (LARA) - Flag Football Season

- Dates: September - October 2022
- Participants: 125 players
- Location: Ki Chi Saga County Park
- Comments: Youth Flag Football Season- Fields requested for 14 teams



Lakes Area Recreation Association (LARA) - Fall Baseball Season

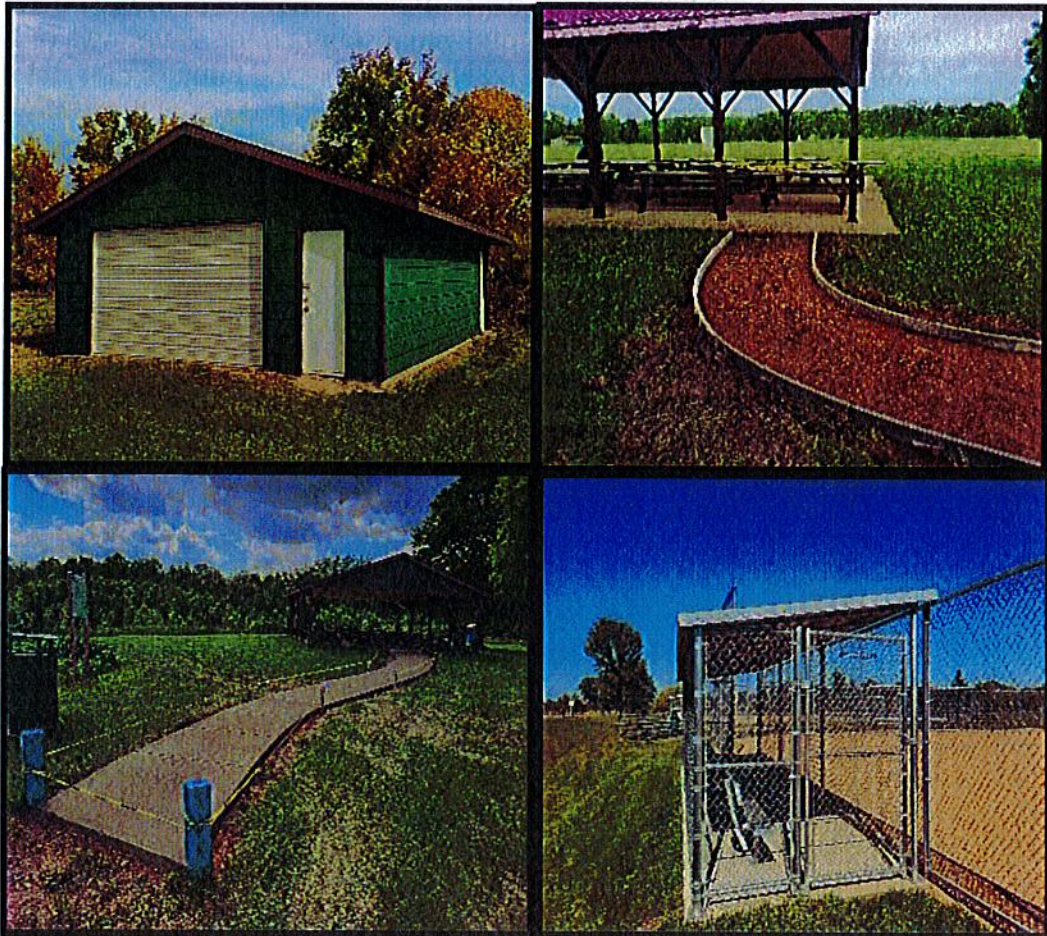
- Dates: September - October 2022
- Participants: 12 players
- Location: Ki Chi Saga County Park
- Comments: Traveling Baseball Season- Field #2 requested for 11U team

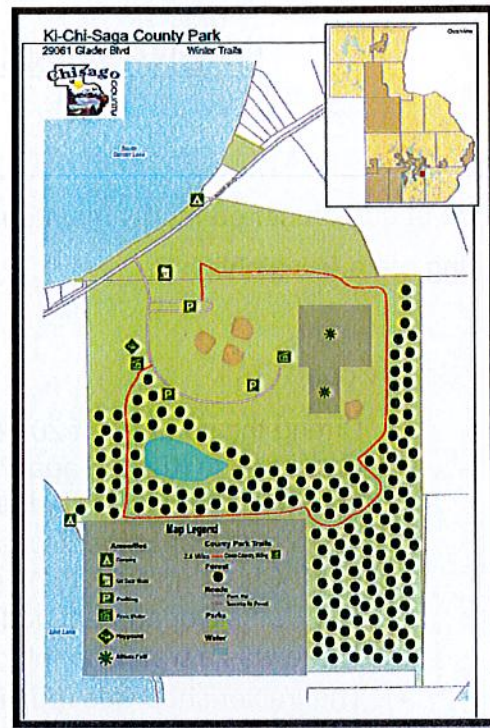
OPERATIONS AND IMPROVEMENTS

Outside of our structured facility maintenance practices and administrative duties, the following are a few highlights:

Ki-Chi Saga County Park

- During the summer of 2022, Chisago County was able to add two safety measures to Ki-Chi Saga Park. There was ADA pathways, electric and lighting added to both picnic shelters.
- The Parks Department was able to put together park maps (Winter & Summer) for Ki-Chi-Saga Park to help the public understand the parks and trails better.
- The Parks Department added dugouts to all 3 baseball fields.
- There was a waterline relocation to the Karl Oscar House.
- The tractor shed was repainted due to wear and tear.

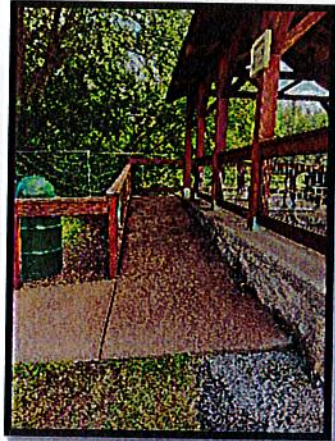




-
- North Starfire Park Reserve Land
- 1 Mile

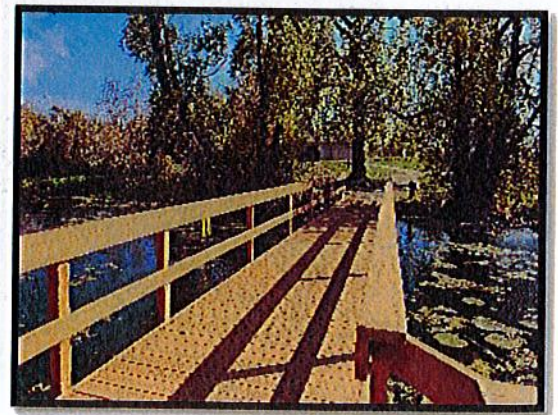
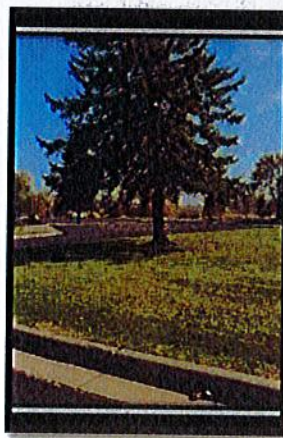
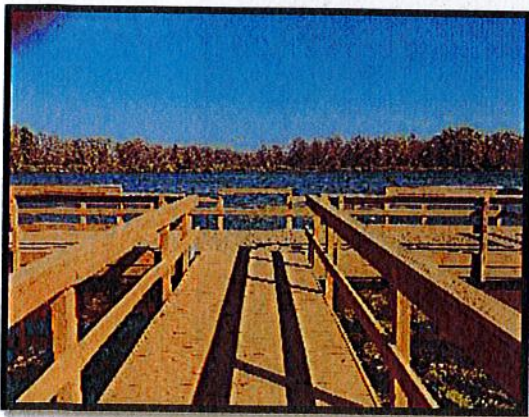
- **Kost County Park**

- In summer, repairs were made to the current ADA shelter ramp.
- Chisago County was able to add a new playground at Kost Dam Park which also included added drain tile and mulch.
- Added safety measures to Picnic Shelters including lighting and electrical.



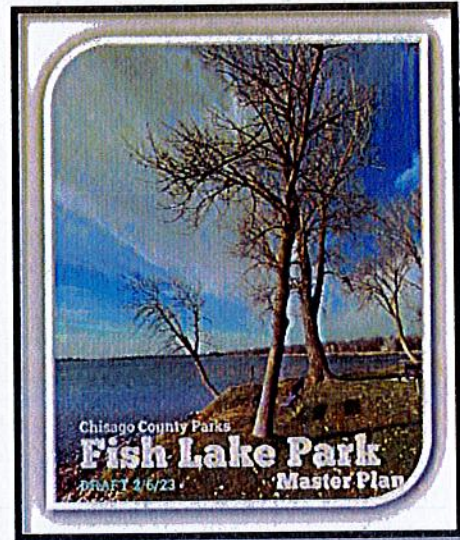
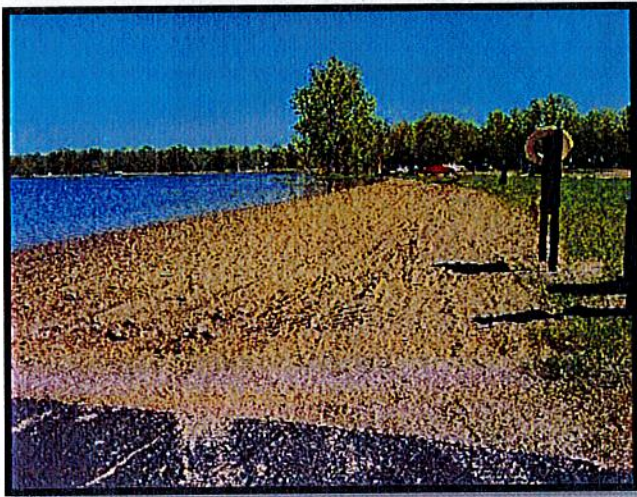
- **Dennis Frandsen County Park**

- The fishing pier was stained due to wear and tear on the wood surface.
- Park's Department maintenance trimmed Evergreen trees in the park.



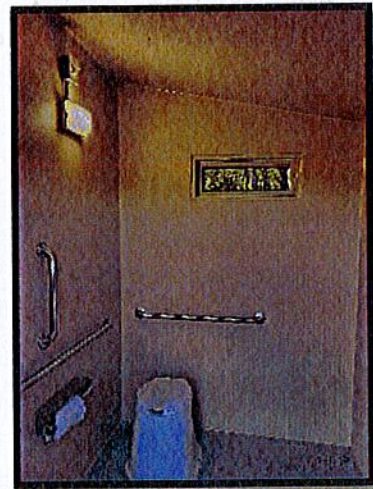
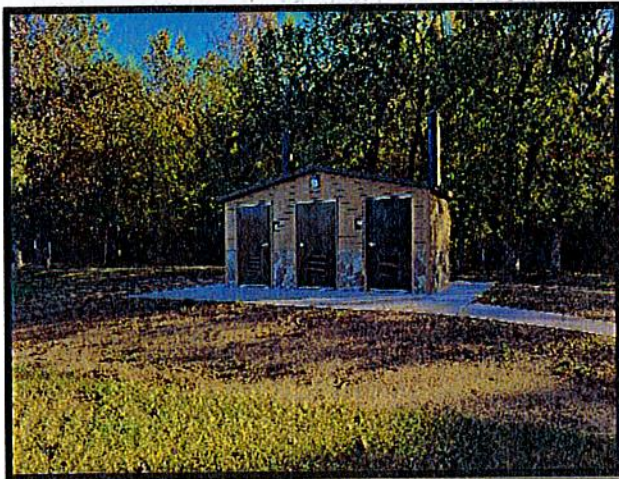
- **Fish Lake County Park**

- Chisago County was able to contact an engineering firm to help with a Fish Lake Master plan to help improve the park with hopes reaching regional status and future Legacy funding.
- Added safety measures to Picnic Shelters including lighting and electrical.
- There was new sand added to the beach area.
- Hiking trail was brushed and cleared in late summer.



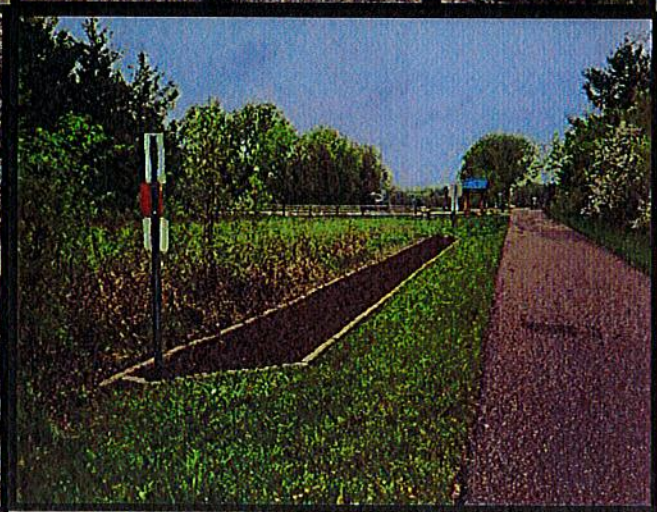
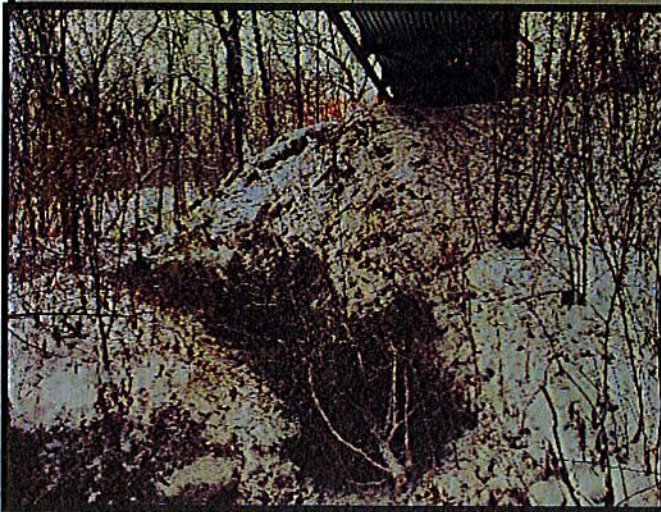
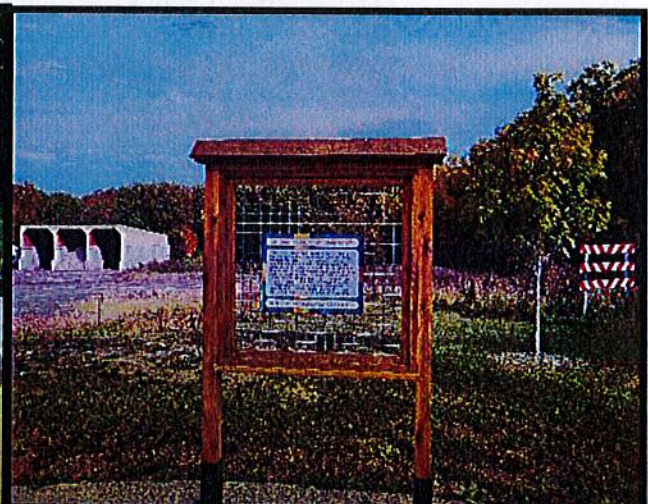
- **Checkerboard County Park**

- ADA pathway was installed from the existing walkway to the playground.
- Chisago county was able to replace the old restroom facility with a new modern facility with vaulted toilets and lighting.
- Added safety measures to Picnic Shelter including lighting and electrical.



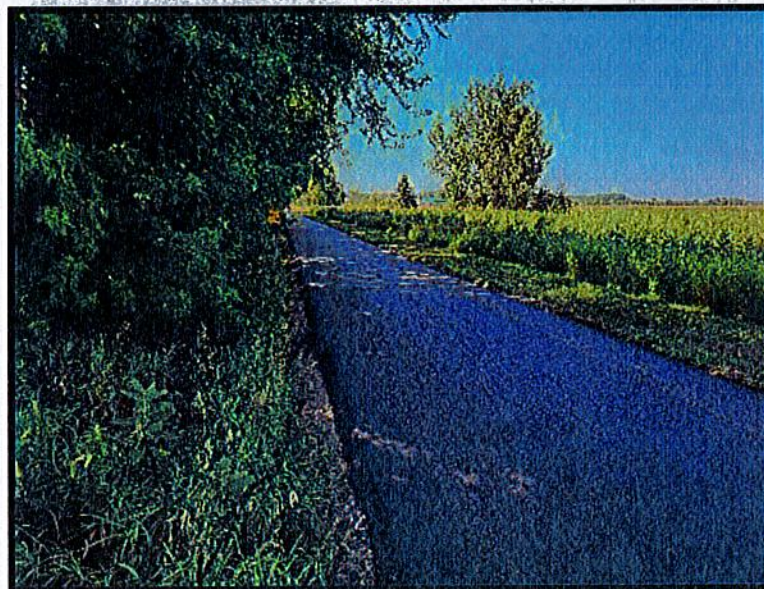
Swedish Immigrant Regional Trail

- The Swedish Immigrant Regional Trail (SIRT) community-based project will increase awareness and pollinator gardens and educational resources for everyone to enjoy along the trail across the Chisago Lakes community.
- Chisago County was able finish the first phase of the SIRT- MNL Erosion Control Project. The solution for the erosion control on SIRT is a method called Cedar Tree Revetment. The SIRT- MNL Erosion Control Project was completed near Bridge 3.
- Chisago County Parks added a new kiosk at the Taylors Fall's trailhead.



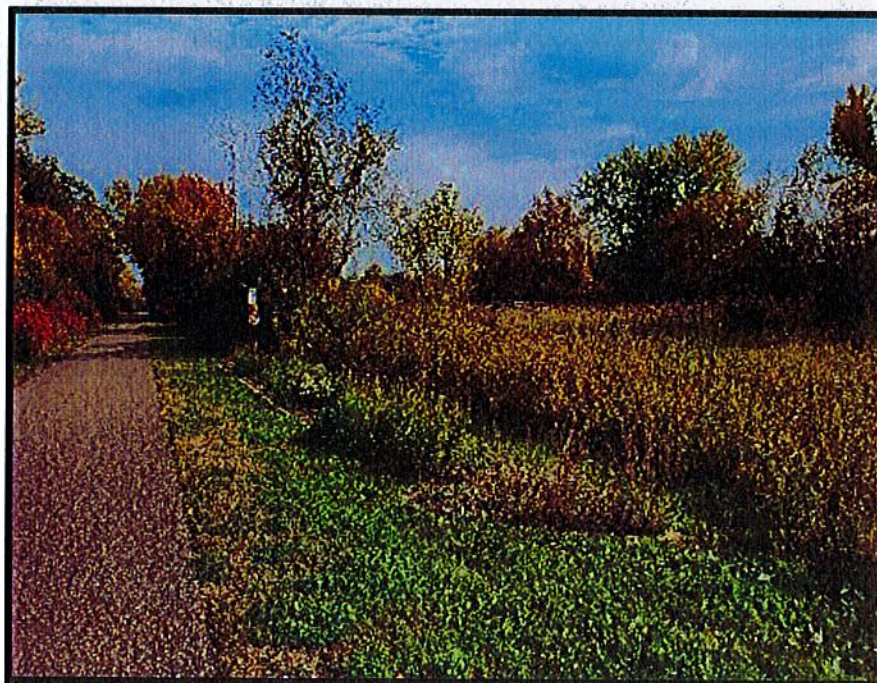
Sunrise Prairie Regional Trail (SPRT)

- In 2021 Chisago County Sunrise Prairie Regional Trail was selected for State Legacy grant funding in the amount of \$1,182,282 for installation of the new trail from North Branch to City of Harris for Segment G. Majority of the planning for this project was completed in 2022.
- North of County Rd. 17, in the City of Stacy limits, there was a section of the SPRT that was stabilize and repaved.



Community Service Projects for 2022

- Trailhead Projects - Chisago Lakes Rotary Club and Rotary grant funds helped plant a pollinator garden along the SIRT.



Government Surplus Auction - 2022

No park items sold in auction in 2022.

Financial and Usage Summaries
Credit Card Transactions
3 Year Comparison

Month	2020	2021	2022
January	\$60.00	\$0.00	\$95.00
February	\$135.00	\$60.00	\$135.00
March	\$195.00	\$95.00	\$195.00
April	\$75.00	\$400.00	\$425.00
May	\$135.00	\$550.00	\$860.00
June	\$265.00	\$745.00	\$570.00
July	\$520.00	\$395.00	\$570.00
August	\$225.00	\$70.00	\$595.00
September	\$165.00	\$245.00	\$375.00
October	\$0.00	\$60.00	\$0.00
November	\$0.00	\$0.00	\$0.00
December	\$0.00	\$0.00	\$60.00
TOTAL	\$1,775.00	\$2,620.00	\$3,880.00
Total Number of Transactions	31	47	59

2022 Parks and Trails - Year End Parks Revenue

Shelters Rentals	\$ 3,370.00
Athletic Fees	\$ 8670.00
Special Use Permits	\$ 300.00
Adopt-A-Trail	\$ 750.00
Property Lessees	\$ 371.00
Concessions	
Agreements	\$ 70.00
Fish Lake Collections	\$ 12,201.97
Camping	\$ 0.00
Tournaments	\$ 300.00
Actual Park Revenue	\$ 26,032.97

2022 Parks and Trails - Year End Budget

Account Name	2022 Budget	Budget Spent
Per Diem In Lieu of Salaries	\$ 3,000.00	\$ 2,100.00
Insurance	\$ 27,430.00	\$ 33,687.42
Public Employees Retire Association (PERA)	\$ 9,698.00	\$ 10,848.74
Social Security	\$ 16,882.00	\$ 12,378.02
Medicare	\$ 3,948.00	\$ 2,894.86
Postage	\$ 100.00	\$ -
Services and Charges	\$ 7,000.00	\$ 7,056.21
Publicity Subscriptions and Dues	\$ 1,000.00	\$ 1,015.00
Conferences, Training and Dues	\$ 1,200.00	\$ 1,110.00
Contract Services	\$ 37,000.00	\$ 39,388.34
Equipment Maintenance and Repair/Machinery & Equipment	\$ 7,000.00	\$ 6,972.15
Ground Maintenance	\$ 22,000.00	\$ 21,801.86
Mileage	\$ 1000.00	\$ 498.33
Rental and Service Agreements	\$ 7,200.00	\$ 6,737.82
Machinery and Equipment Rental	\$ 2,000.00	\$ 1,271.28
Office Supplies	\$ 1,000.00	\$ 982.71
Repairs and Maintenance Supplies	\$ 8,500.00	\$ 8,280.92
Gas and oil	\$ 13,200.00	\$ 16,950.99
Furniture and Equipment	\$ 450.00	\$ 44,903.38
Miscellaneous Expenses	\$ 500.00	\$ 10,143.25
Miscellaneous Revenue	\$ (30,000.00)	\$ 42,908.22

2022 Parks and Trails – Capital Items

Item Class Code	Description	HCA Purchase Cost	Completed
MACH/EQUIPMENT	2021 Woodies Steel Utility Trailer	\$4,250.00	3/15/2022
MACH/EQUIPMENT	2022 Vermeer BC900XL	\$28,940.00	4/27/2022
CAPITAL IMPROVEMENT	Covered Dugouts and Fencing	\$73,608.00	5/2/2022
CAPITAL IMPROVEMENT	Checkerboard Restroom Facility	\$61,757.50	6/14/2022
CAPITAL IMPROVEMENT	ADA Pathway Improvements	\$14,825.00	6/30/2022
CAPITAL IMPROVEMENT	Kost Dam-ADA Ramp Repairs	\$1,625.00	7/6/2022
CAPITAL IMPROVEMENT	SPRT-Subgrade Corrections and Repave	\$22,950.00	8/15/2022

MACH/EQUIPMENT	2021 Swing and Slide for Kost Park	\$12,415.00	9/14/2022
CAPITAL IMPROVEMENT	Security Lighting and Electrical Services	\$33,978.56	10/5/2022
CAPITAL IMPROVEMENT	SIRT-Erosion Control Measures	\$17,500.00	11/21/2022
CAPITAL IMPROVEMENT	Fish Lake Master Plan/Design Services	\$18,500.00	4/5/2023



Park Township Dedication Fund

Chisago County Zoning Ordinance allows for a per lot cash fee as provided under Statute #394.25 Subd. 7. Starting in 2004 county policy has provided 75% of the funds collected to townships upon request to provide for park land acquisition and capital improvements within the parameters set forth by this statute. The remaining 25% is used by Chisago County Parks for trail connectivity.

Several townships have used designated park funds over the past seventeen years for a variety of park improvements in their respective townships.

Chisago County Townships	Balance Available
Amador Township	\$8,400.95
Chisago Lakes Township	\$39,842.18
Fish Lake Township	\$13,383.40
Franconia Township	\$89,800.00
Lent Township	\$0.50
Nessel Township	\$26,400.00
Rusheba Township	\$31,200.00
Shafer Township	\$11,593.19
Sunrise Township	\$27,600.00
TOTAL	\$248,220.22

Chisago County Township Requests

No Township Request were submitted during the 2022 calendar year.



Chisago County Request For Board Action

Meeting Date: April 5, 2023	Item Number: 23
Title of Item for Consideration: 2023 – 2024 Aquatic Invasive Species Treatment and Education Grants for Lake Associations	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: On September 7, 2022, Environmental Services Department staff submitted an ARPA Funding Requests memo outlining Water Resources projects, purchases and programs recommended for ARPA funding. On November 16, 2022, the Chisago County Board of Commissioners approved several of the ARPA fundings requests submitted by the Environmental Services Department, including \$250,000 for developing a Water Resource Match grant program for lake associations within Chisago County to apply for grant funding for projects initiated and completed by the lake associations.	
Background: Water Resources staff held a meeting on January 12, 2023, with presidents and leadership members of the seven lake associations in the county to determine their needs and priorities to develop the ARPA funded countywide AIS focused grant application program and goals. In addition, Water Resources staff developed a survey for lake associations to complete to provide additional input and comments to help define the program. During the in-person meeting, and through the online survey, lake association members indicated a need for treatment of aquatic invasive species (AIS), the need for delineations, or reports that show where AIS is located in the lakes in their associations, the removal of carp from the lakes, and education programming and opportunities for their lake association members. Water Resources staff developed the proposed 2023 – 2024 Aquatic Invasive Species Treatment and Education Grants for Lake Association Application and Scoring Criteria based on the needs identified by the lake association members. Lake association presidents and leadership members also had an opportunity to review two drafts of the grant application and provide additional input. On March 13, 2023, the Chisago County Water Plan Policy Team reviewed the draft grant application and made several recommendations to improve and streamline the grant. The Water Plan Policy Team passed a motion to recommend the grant allocation eligibility amounts as shown in Table 1: 2023-2024, with the following program options: • Two-year grant award and program funding – 2023 and 2024 (Year 1 and 2), • \$10,000 total grant for combined Years 1 and 2. Minimum \$5,000 grant for Year 1 • Additional grant funding opportunity based on littoral area calculations, and • Year 3 (2025) – evaluate proposal to allocate remaining funding. Review options for reducing internal loading of phosphorus in lakes countywide.	

The Water Plan Policy Team recommended a grant amount of \$5,000 issued to each of the seven lake associations for the 2023 and 2024 application years, along with additional grant funding eligibility based on the percentage of littoral acres on lakes within each lake association. The combined total grant award for 2023 and 2024 is \$140,000. The total award for 2023 is \$70,000 (\$35,000 in base award and \$35,000 in littoral area grants).

If a lake association has not spent its awarded funds in 2023, those remaining funds will be combined and rolled into future programs years for possible larger grant activity in 2024 & 2025. All ARPA Water Resources Grant Funding must be spent by December 31, 2025.

Attachment(s):

- ARPA Treatment Grant Application Chisago County
- ARPA Treatment Grant Application Criteria/Program Criteria
- Grant Agreement - ARPA Funded AIS Treatment and Education Grant (Lake Association)
- Littoral Area for Chisago County Lakes

Action Requested/Recommended: The County Board is respectfully requested to approve the 2023 – 2024 Aquatic Invasive Species Treatment and Education Grants for Lake Associations AIS Prevention Aid Program. The following motion is suggested:

“Move to Approve the 2023 – 2024 Aquatic Invasive Species Treatment and Education Grant Application and Program Criteria for Lake Associations as presented at tonight’s meeting”

Implications of Action: Recommended Board action would authorize Chisago County to implement the 2023 – 2024 Aquatic Invasive Species Treatment and Education Grant Application and Program Criteria for Lake Associations.

Budget/Financial Implications: The 2023 – 2024 Aquatic Invasive Species Treatment and Education Grants will be implemented using ARPA funding. There are no direct county levy budget implications at this time.

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

Administrator’s Recommendation

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



2023 - 2024 AQUATIC INVASIVE SPECIES TREATMENT and EDUCATION GRANTS for LAKE ASSOCIATIONS

APPLICATIONS DUE: 4:30 p.m. on May 3, 2023

BACKGROUND

As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have allocated a total of \$250,000 of their total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) fund allocation to Chisago County Water Resources programming serving lake associations within Chisago County.

Chisago County is issuing a grant application to distribute the American Rescue Plan Act (ARPA) Water Resources Grant Funding of approximately \$70,000 for 2023 and \$70,000 for 2024 (\$140,000 total over two years) of the total \$250,000 grant amount for Aquatic Invasive Species (AIS) Treatment and Education and Outreach projects. Projects must comply with state statutes requiring that funds are to be used "solely to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the County."

The following amounts are allocated to each lake association with a 501(c)(3) status within Chisago County, based on a base grant amount and percentage of littoral acres on lakes within each lake association, and upon receipt of a qualified and approved application. If a lake association has not spent its awarded base and littoral grant funds in 2023, those remaining funds will be combined and rolled into future programs years for possible larger grant activity in 2024 & 2025. All ARPA Water Resources Grant Funding must be spent by December 31, 2025.

Table 1: 2023-2024 Treatment Grant Based on \$10,000 Base and Littoral Area - \$70,000 Total Grant Award Each Year

Lake Association	2023 \$5,000 Base Grant	2024 - \$5,000 Base Grant (or \$10,000 Base Grant if Base not spent in 2023)	Littoral (Acres)	% of Total	2023 & 2024 Grant Based on Littoral Acres (2024 grant amount pending rollover of unspent funds)
Comfort Lake Association Comfort and Little Comfort Lakes	\$5,000	\$5,000	106	1.73%	\$605.50
Goose Lake Association North & South Goose, Mandall & Rabour Lakes	\$5,000	\$5,000	430	7.04%	\$2,464
Green Lakes Association Green, Little Green Ellen Lakes	\$5,000	\$5,000	1,343	22%	\$7,700
Center Lakes Association North & South Center Lakes	\$5,000	\$5,000	1,169	19.14%	\$6,699
Chisago Lindstrom Kroon Lakes Association Chisago, North Lindstrom, South Lindstrom, Kroon Lakes	\$5,000	\$5,000	1,087	17.80%	\$6,230
Pioneer Lake Homeowners Association Pioneer Lake	\$5,000	\$5,000	77	1.26%	\$441
Rush Lakes Improvement Association East & West Rush Lakes	\$5,000	\$5,000	1,895	31.03%	\$10,860.50
Total	\$35,000	\$35,000 Minimum	6,107	100%	\$35,000

Each lake association listed in Table 1 above may apply to the 2023 AQUATIC INVASIVE SPECIES TREATMENT and EDUCATION GRANT using this application. The County will provide the funds to each lake association in the form of a reimbursement grant. On the grant application form, each lake association must explain how the funds will be used for AIS treatment, and/or outreach and education programming.

Each lake association will enter into an agreement with the county. The person listed on the application should be the primary contact for the grant, authorized to sign the grant agreement, and be responsible for submitting grant reimbursement requests and the final Activities Report.

APPLICANT GUIDELINES

1. Funding is provided on a reimbursement basis. An Activities Report funded by an award under this program is due December 1, 2023. The county will provide reimbursement after receiving the Activities Report.
2. The Activities Report, due by December 1, 2023, must include a copy of:
 - a. The 501(c)(3) or Employee Identification Number for your lake association,
 - b. Itemized list of funds spent, including all invoices,
 - c. Minnesota Department of Natural Resources (DNR) Aquatic Plant Management permit,
 - d. Spray log (or equivalent),
 - e. Map of treatment area,
 - f. Plant or carp survey or delineation report,
 - g. Plant or carp survey or delineation invoice,
 - h. All grant contracts indicating other funding received for treatment (from a DNR treatment grant, lake association, watershed district, or lake improvement district, etc.),
 - i. Any other information required under the grant's reporting requirements.
3. Only expenditures that take place after grant application approval by the Chisago County Board of Commissioners will be eligible for reimbursement.
4. If the report of activities is not received by December 1, 2023, the award may be forfeited by the grantee, unless otherwise arranged and an alternative due date is given.
5. The treatment area for Eurasian watermilfoil, curly-leaf pondweed, invasive phragmites, purple loosestrife, starry stonewort, and zebra mussels must be confirmed via a population or delineation survey.
6. The county will accept population or delineation surveys completed in 2021 and 2022. The survey may be done by the same company conducting treatment.
7. Grant must fund treatment activities of an AIS species already present in the waterbody.
8. The applicant is responsible for carrying out all activities related to their proposal, including (but not limited to): fiscal management, labor, and materials, permitting and reporting requirements, and carrying proper insurance.
9. Funds cannot be used for purchasing or supplying food.
10. All proposals must comply with applicable federal, state, and local laws, rules, and ordinances.
11. All activities for which reimbursement is requested must take place in Chisago County during the 2023 calendar year.
12. Treatment of AIS is the preferred use of the ARPA funding and the majority of grant funding identified in Table 1 should be dedicated to all forms of control, maintenance of equipment, carp related activities, and plant surveys and/or delineations as part of treatment activity. Other eligible grant funding includes AIS education and outreach activities.
13. All grant funds must be spent by December 31, 2025.

APPLICANT ELIGIBILITY

Those eligible to apply for available funds include lake association with a 501(c)(3) status within Chisago County. All proposed activities must take place in Chisago County.

ELIGIBLE ACTIVITIES

- All forms of AIS control, such as chemical treatments, biological treatments, and mechanical harvesting are covered by this grant.
- Maintenance of equipment as part of an AIS treatment activity.
- Plant surveys and delineations as part of an AIS treatment activity.
- Carp population surveys, barriers and or removal activities. Carp population surveys must be submitted to receive reimbursement for carp removal activities.
- AIS education and outreach to help prevent the introduction or limit the spread of AIS, including education materials, supplies, printing and promotions, professional services (including grant writing), program fees (facility fees, hired educators/speakers).

Consideration of additional cost categories is at the discretion of Chisago County.

QUESTIONS

Direct all questions to Susanna Wilson Witkowski at susanna.wilson@chisagocountymn.gov or 651-213-8380.

SUBMISSION

All applications are due by 4:30 p.m., May 3, 2023. Email applications to: susanna.wilson@chisagocountymn.gov

AWARD CRITERIA

No awards will be allocated until the grant application period has closed. Chisago County will distribute the available funds to all applicants whose applications meet the grant requirements following the allocations identified in Table 1. Funding is provided on a reimbursement basis. An Activities Report funded by an award under this program is due December 1, 2023. The county will provide reimbursement after receiving the Activities Report. If a lake association has not spent its awarded base and littoral grant funds in 2023, those remaining funds will be combined and rolled into future programs years for possible larger grant activity in 2024 & 2025. All ARPA Water Resources Grant Funding must be spent by December 31, 2025.

TIMELINE

- Grant will open on April 7, 2023
- Applications are due May 3, 2023
- Grant award letters will be sent out May 19, 2023
- Reports of activities must be submitted by December 1, 2023, unless otherwise arranged.

1. APPLICANT INFORMATION

Applicant Name (Organization):			
Contact Person Name and Title:			
Address:			
Phone Number:		Email:	
By submitting this grant application on behalf of the organization listed above, I agree my project lead will fully participate in the assessment and evaluation process, including but not limited to submitting reports and invoices on time, information as requested, and completing and submitting the provided Activities Report. Additionally, the project lead will follow all application guidelines for use of funds if awarded.			
Date:			
Additional Staff/Contracting Agency (Add Additional Lines if Necessary):			
Name:	Position:	Organization:	Contact Information:

2. PROJECT INFORMATION – CONTROL, PLANT SURVEYS and CARP ACTIVITIES

Please list individually list the amount requesting and treatment information for each lake for which the lake association is requesting grant funding (chemical treatments, biological treatments, and mechanical harvesting, plant or carp surveys and delineations, and carp activities). Please use additional sheets if necessary.

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

3. PROJECT INFORMATION – MAINTENANCE, EDUCATION AND OUTREACH

Please list individually the amount requesting and treatment information for each lake for which the lake association is requesting grant funding (maintenance of equipment and education and outreach activities). Please use additional sheets if necessary.

Waterbody Name:				
Amount Requested:				
Approximate Start Date:				
Maintenance of Equipment	Maintenance Company	Education and Outreach Activities	Additional Education and Outreach Activities	Amount Requested

4. PROJECT DESCRIPTION

Describe your project. Provide a clear articulation of the project goal(s) and scope of work to be undertaken including identification of major tasks to be accomplished. Please use additional sheets if necessary.

Briefly describe your organization's history of AIS and water quality management. How will the proposed project assist your organization in reaching certain AIS or lake management goals? Please use additional sheets if necessary.

List and describe any required permits or approvals to be obtained prior to project implementation.

Are DNR Aquatic Plant Management Permits required?

Yes (If yes, list DNR Permit number)

No

***Note that required DNR permits must be received before project funding can be finalized.**

Besides the project lead, staff and consultant, please list any community partners, citizen commission members, or others that will be involved in the project and what their role will be. Add additional lines as needed. Please use additional sheets if necessary.

Name	Agency/Position	Role in Project

5. PROJECT COSTS

Project Costs:	
List and describe the objectives that will comprise your project and estimated cost of each objective. Please list the Objective Category and description for each project.	
Objective Categories (Control, Maintenance, Survey/Delineations, Carp Activities, Education/Outreach)	Amount of Treatment Grant Program Request Total
1.	
2.	
3.	
4.	
5.	
Total Project Cost: \$	

6. PROJECT REVENUES

Project Revenues:			
Include other grant revenue sources, matching dollars, and in-kind contributions for your project, if any.			
Project Sponsors	Cash Contribution	In-Kind Contribution	Total Project Support
1.			
2.			
3.			
4.			
Total: All Project Sponsors			
Treatment Grant Amount Requested			
Grant Totals	\$	\$	\$

I certify that my answers are true and complete to the best of my knowledge.

Name of Authorized Representative (please print) _____

Authorized Representative Signature: _____ Date: _____

Office Use Only

Overall YTD funding request for this lake/lake association (including this application): \$	
Water Plan Policy Team Recommendations:	
Water Plan Policy Team Recommended:	Date:
Chisago County Board of Commissioners Action:	
Chisago County Board of Commissioners Approved:	Date:



2023 AQUATIC INVASIVE SPECIES TREATMENT and EDUCATION GRANTS for LAKE ASSOCIATIONS

APPLICATIONS DUE: 4:30 p.m. on May 3, 2023

Application Evaluation and Grant Award

The following criteria will be used to evaluate applications:

Table 1: Aquatic Invasive Treatment and Education Grants for Lake Associations Scoring Criteria

Criteria Points	Points	Applicant Name	Total Points Awarded
Proposed project's likely overall long-term impact on preventing the introduction and spread of AIS within Chisago County. This includes the applicant's ability to clearly articulate the project goal/concept, define the implementation process, and establish measures of performance.	50		
The degree of collaboration and/or outreach, the projects' ability to leverage additional funds, and/or the demonstrated support of other entities in the community.	20		
Proposed Budget and expenses in relation to the breadth, depth, and technicality of the work proposed.	30		
Total Points			

CHISAGO COUNTY
2023 Aquatic Invasive Species Treatment and Education Grant Program for Lake Associations
Sub-Recipient Grant Agreement
(ARPA Funded)

This Grant Agreement (this "Agreement") is entered into by and between Chisago County, Minnesota, ("County"), and the _____ <Insert Name of the Lake Association> _____, a lake association located within the territorial boundaries of the Chisago County on the following recitals, terms and conditions:

Recitals

WHEREAS, the Chisago County Board of Commissioners has authorized and approved the Aquatic Invasive Species Treatment and Education Grant Program ("Grant Program") as a grant reimbursement program for lake associations with a 501(c)3 status within Chisago County to develop and implement aquatic invasive species treatment, education or outreach projects; and

WHEREAS, the County is the recipient of a grant made available under the American Rescue Plan Act ("ARPA") from the United States Treasury; and

WHEREAS, the Chisago County Board of Commissioners has authorized the allocation and distribution of ARPA grant funds in the amount of \$250,000 towards the purpose of the Aquatic Invasive Species Treatment and Education Grant Program, with \$70,000 being allocated to the 2023 grant cycle; and \$70,000 being allocated to the 2024 grant cycle; and

WHEREAS, the Grantee has submitted to the County an application for a grant from the Grant Program, and in reliance on the representations, certifications and warranties made by the Grantee herein and in said application, the Chisago County Water Plan Policy Team has make a recommendation to award the Grantee a grant in ARPA funds in the amount of \$_____ for the purposes of implementing Aquatic Invasive Species Treatment, Education or Outreach projects on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the grant award and enter into this Grant Agreement and, thereby, become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

Terms and Conditions

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2023, unless terminated by the COUNTY in writing.

2. COMPLETE AGREEMENT

The complete Agreement of the County and Grantee consist of those terms, conditions set forth herein and those contained in the grant announcement document, attached hereto as Exhibit 1. Additionally, the completed grant application and supporting documentation submitted by Grantee is made part of this Agreement and the same is attached hereto as Exhibit 2.



3. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the GRANTEE, when requesting ARPA funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any documentation to support such expenditures. Said invoice must include a statement, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. No reimbursement requests may be submitted to the COUNTY after December 31, 2023.

4. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

The COUNTY shall disseminate funds within twenty (20) days of receipt of Grantee's invoice. The dissemination of ARPA funds shall only occur after the COUNTY reviews the GRANTEE's application to ensure that all expenditure requests qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the COUNTY to the GRANTEE are further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

5. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the GRANTEE, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

6. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

7. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The GRANTEE shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

8. HOLD HARMLESS AND INDEMNIFICATION

The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

9. COMPLIANCE WITH LAWS AND GUIDELINES

The GRANTEE shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.



10. MAINTENANCE AND AUDIT OF RECORDS

The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for six (6) years following completion or termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the GRANTEE agrees to promptly reimburse the COUNTY for such payments upon request.

11. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

GRANTEE

COUNTY

Chisago County Environmental Services Department
Attn: Susanna Wilson Witowski, Water Resources Manager
313 N. Main Street, Suite 240
Center City, MN 55012
651-213-8380
Susanna.Wilson@chisagocountymn.gov

12. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

13. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

14. TIME

Time is of the essence in this Agreement.



15. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

16. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

17. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Chisago County, Minnesota.

18. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

19. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

20. ASSIGNMENT

The GRANTEE shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

22. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

23. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US

TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

24. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

25. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2023.

Signatures:

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

For the County:

By: _____
Ben Montkza, Chairperson

Dated: _____

Attest:

By: _____
Christina Vollrath, Clerk of the Board

Dated: _____



Approved as to Form:

JANET REITER

CHISAGO COUNTY ATTORNEY

By: Pending Review

Jeffrey B. Fuge,

Chisago County Assistant County Attorney

Dated: _____

For GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Agreement on behalf of GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. GRANTEE further certifies and represents that the contents of the Application and all supporting documentation are true and correct to the best of the GRANTEE's knowledge and understanding and that GRANTEE is duly authorized to receive said grant consistent with state and federal law, applicable regulations and program guidelines as described in this Grant Agreement and referenced herein

By: _____

Dated: _____

Printed Name: _____

Title: _____



Littoral Area for Chisago County Lakes

3-29-23

Table 1: 2023-2024 Treatment Grant Based on \$10,000 Base and Littoral Area - \$70,000 Total Grant Award for Each Year

Lake Association	2023 \$5,000 Base Grant	2024 \$5,000 Base Grant (or \$10,000 Base Grant if Base not spent in 2023)	Littoral (Acres)	% of Total	2023-2024 Grant Based on Littoral Acres (2024 grant amount pending rollover of unspent funds)
Comfort Lake Association Comfort and Little Comfort Lakes	\$5,000	\$5,000	106	1.73%	\$605.50
Goose Lake Association North & South Goose, Mandall and Rabour Lakes	\$5,000	\$5,000	430	7.04%	\$2,464
Green Lakes Association Green, Little Green Ellen Lakes	\$5,000	\$5,000	1,343	22%	\$7,700
Center Lakes Association North & South Center Lakes	\$5,000	\$5,000	1,169	19.14%	\$6,699
Chisago Lindstrom Kroon Lakes Association Chisago, North Lindstrom, South Lindstrom, Kroon Lakes	\$5,000	\$5,000	1,087	17.80%	\$6,230
Pioneer Lake Homeowners Association Pioneer Lake	\$5,000	\$5,000	77	1.26%	\$441
Rush Lakes Improvement Association East & West Rush Lakes	\$5,000	\$5,000	1,895	31.03%	\$10,860.50
Total	\$35,000	\$35,000 Minimum	6,107	100%	\$35,000

Table 2: Littoral Area for Chisago County Lakes

Lake	Surface Area (acres)	Littoral Area (acres)	2021 Letter Grade	2021 Trophic State Index
Fish	319	141	A	43.3
Goose – South	442	370*	B-	52.9
Horseshoe	224	112	B-	52.9
Goose – North	269	370*	C+	57.9
Mandall	47	25	C-	59.8
Rabour	52	35	C-	61.6
Rush – West	1,579	862	C	62.2
Rush - East	1,481	1,033	C	62.4
Little Horseshoe	49	18		
Comfort	218	90		
Little Comfort	37	16		
Blooms	147	147	B+	40.2
School	158	158	A-	42.9
North Lindstrom	141	55	A-	44.5
Spider – West	130	122	A-	44.6
Kroon	193	150	B+	47.7
Spider – East	130	122	B+	48.7
Green	1,809	1228	B	50.4
South Center	835	561	C-	50.8
Chisago – North	944	695	B	51.6
South Lindstrom	455	208	B-	52.3
Little Green	225	115	B-	53.6
North Center – South	749	608	B-	54.8
North Center - North	749	608	C+	55.3
Chisago – South	944	695	C+	55.6
Little	168	124	D	62.9
Wallmark	131	131	D	68.8
Linn	177	177	D-	70.0
Pioneer	77	77	D-	71.4
Emily	15	15	F	75.3

*Lakes highlighted in yellow are currently not part of a lake association.

Chisago County Request For Board Action

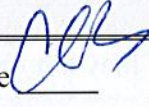
Meeting Date: April 5, 2023	Item Number: 24
Title of Item for Consideration: 2023 Aquatic Invasive Species Control Partnership Program between Chisago Lakes Lake Improvement District (CLLID), Local Lake Associations	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning -on behalf of the CLLID
Previous Action on this Matter: This program has been offered from 2012 through 2022. In 2022, the Center Lakes, Green Lake, and Chisago/Lindstrom/Kroon Lake Associations partnered in the program to control Eurasian Watermilfoil, Curly Leaf Pondweed and Phragmites on area lakes. This program is proposed to be offered again in 2023 only and may or may not be continued in 2024.	
Background: Aquatic Invasive Species (AIS) such as Eurasian Watermilfoil and Curlyleaf Pondweed are a serious problem in the Chisago Lakes Chain of Lakes watershed. For the past 10 years the CLLID has provided cost share funding to lake associations to help pay for the cost to control Eurasian Watermilfoil and Curlyleaf Pondweed to improve navigation. Over this time, grant funds from the DNR for these programs have decreased and have limited availability. The CLLID has increased cost share opportunities from 50% to 90% to help lake associations make up for the loss of state grant funds. The program helps achieve the CLLID goal to promote the reduction of non-native aquatic invasive species. This program, as outlined, will provide 90% of the cost for the treatment up to the maximum allowed. This maximum value is based off a proportionate share of the number of littoral acres of the lake (see attached table). Within individual lake associations, funds can be allocated to lakes based on need for treatment. If funding remains at the end of the season, lake associations can apply for up to \$1,000 additional funding, so long as the total program funding does not exceed the budgeted \$30,000. Changes to the 2023 program include: 1. In coordination with the University of Minnesota, CLLID staff will coordinate all surveys and treatment of Invasive Phragmites on LID lakes. 2. Treatments within 150-feet of the shoreline are now eligible for reimbursements (MNDNR permits still apply) On March 20, 2023, the CLLID board unanimously approved a motion recommending that the County Board approve the CLLID/Lake Association/DNR AIS Control Partnership Program.	
Attachment(s): • 2023 CLLID/Lake Association/DNR AIS Control Partnership Program	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the 2023 CLLID/Lake Association/DNR Aquatic Invasive weed control partnership program for \$30,000. The suggested motion to approve this action is as follows: <i>“Move to Approve the 2023 CLLID/Lake Association/DNR aquatic invasive weed control partnership program for a total program budget of \$30,000.”</i>	

Implications of Action: Recommended Board action would authorize the partnership between the CLLID, lake associations and DNR to control Eurasian Watermilfoil and Curlyleaf Pondweed for purposes of improving navigation.

Budget/Financial Implications: The proposal is being brought before the County Board for consideration because the 2023 program in its entirety will exceed \$5,000. Funding for the 2023 CLLID Aquatic Invasive Species partnership program is in the approved 2023 CLLID budget. The CLLID currently has \$30,000 in the Aquatic Invasive Species lake association partnership budget category.

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

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

2023 LID/Lake Association/DNR Aquatic Invasive Species Control Partnership Program

Aquatic invasive species, such as Eurasian Watermilfoil, Curlyleaf Pondweed, invasive Phragmites and Purple Loosestrife are a serious problem in the Chisago Lakes Chain of Lakes watershed. A goal of the Chisago Lakes Lake Improvement District (LID) is to **promote the reduction or control of non-native aquatic invasive species**. The objective is to, when appropriate; provide assistance with costs and grants associated with treatment of or education about non-native aquatic invasive species such as Eurasian Water Milfoil, Curlyleaf Pondweed, Invasive Phragmites, and Purple Loosestrife.

The LID has committed funds for partnering with lake associations within the LID boundaries to control:

- Eurasian Watermilfoil and Curlyleaf Pondweed for the purpose of improving navigation. Funds are restricted to support projects that have received an Invasive Aquatic Plant Management Permit from the Minnesota Department of Natural Resources (MNDNR).
- Purple Loosestrife wherever found within the LID boundaries. The lake associations are responsible for all permits, property owner permissions, interactions, and potential liabilities.
- **(NEW FOR 2023)**
- **Invasive Phragmites –In coordination with the University of Minnesota, LID staff will coordinate all surveys and treatment of Invasive Phragmites on LID lakes.**
- **Treatments within 150-feet of the shoreline are now eligible for reimbursements (MNDNR permits still apply)**

The LID will provide 90% of the invoiced cost for the treatment up to the maximum allowed (see following table) to control these invasive species using herbicides or mechanical control.

No reimbursements will be made for time, mileage, labor, etc. incurred by the lake association. These reimbursements are calculated using the cost **after** any non-LID public grants targeted for AIS control. **Applicants must apply for the Chisago County AIS Control Grant prior to requesting the LID reimbursement.**

The following lake associations are eligible to receive reimbursement funds through this program in 2023. The LID encourages smaller lakes without 501(c)3 status to partner with an existing 501(c)3 lake association. Within individual lake associations, funds can be allocated to lakes based on need for treatment.

Lake Association	Littoral (Acres)	% of Total	Matching Grant*
Green Lakes Association Green, Little Green Ellen Lakes	1,343	36.5%	\$10,817
Center Lakes Association North & South Center Lakes	1,169	31.8%	\$9,425
Chisago Lindstrom Kroon Lakes Association Chisago, North Lindstrom, South Lindstrom, Kroon Lakes	1,087	29.6%	\$8,758
Pioneer Lake Homeowners Association	77	2.1%	\$1,000
Total			\$30,000

Requesting Reimbursement

Request Submission Deadline: Oct 1, 2023

Applications must be reviewed by LID staff and submitted to the LID board prior to approval.

The following items must be included in request for a reimbursement request to be processed:

- Completed Reimbursement Request Sheet **for each species treated**
- Copies of all eligible invoices being requested for reimbursement
- Map or drawing of the treatment area
- The 501(c)(3) or Employee Identification Number for the lake association
- Copy of all non-LID grant contracts or award letters, indicating monies received
- Invoice requesting reimbursement from the LID
- Copy of DNR Invasive Aquatic Plant Management Permit application. **Permits are a legal requirement.** Information about DNR permits can be found at:
http://www.dnr.state.mn.us/permits/invasive_species/index.html
Invasive Aquatic Plant Management permit applications will be submitted through the online Minnesota DNR Permitting and Reporting System (MPARS).

Please include all attachments and supporting documents when submitting the completed Reimbursement Request Sheet, **in PDF format**. If treating multiple species, a Reimbursement Request Sheet and supporting documents will be required for each species treated.

Requesting Additional Funds

Additional Request Submission Deadline: Nov 1, 2023

If the entire \$30,000 of the matching grant is not requested by the lake associations, the lake associations can request up to \$1,000 more. Lake associations requesting this additional grant funds must submit a request to the LID board for consideration at or before the November 2022 LID board meeting. The total LID AIS partnership grant expenditure for 2023 will be less than or equal to \$30,000.

Please include all attachments and supporting documents when submitting the completed Additional Reimbursement Request Sheet, **in PDF format**.

For additional information on the partnership opportunity, please contact:

Benjamin Elfelt
Administrator Chisago Lakes Lake Improvement District
Chisago County Department of Environmental Services and Zoning
lakeimprovement@chisagocountymn.gov
651-213-8383

Chisago County Request For Board Action

Meeting Date: April 5, 2023	Item Number: 25
Title of Item for Consideration: Personnel Request for Fleet Technician	
Action Requested by: Joe Triplett, P.E.	Department: Chisago County Public Works
Previous Action on this Matter: The Personnel Committee recommended approval of the position at the March 17 th Personnel Committee meeting.	
Background: The Personnel Committee recommended the Public Works request for an additional Fleet Technician at the March 17 th meeting. Public Works and the CCSO have been working together to have Public Works handle the maintenance on the CCSO fleet. This would provide a cost savings to the County and allow for better workflow and convenience for deputies when work is need on their squads. As outlined at the meeting and in the memo from last fall, this would require an additional mechanic.	
Attachments: Memo 10-17-22	
Action Requested/Recommended: The County Board is respectfully requested to approve the Fleet Technician personnel request. The following motion is suggested: “Move to approve the Fleet Technician personnel request.”	
Implications of Action: Board approval at tonight’s meeting will allow Public Works to move forward with hiring a Fleet Technician.	
Budget/Financial Implications: The costs associated with the position will come out of Public Works operating budget	
Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



CHISAGO COUNTY
DEPARTMENT OF PUBLIC WORKS

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

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

DATE: October 17, 2022
TO: Administrator Burnham, HR Director Gates & Personnel Committee
FROM: Joe Triplett, P.E.
RE: Fleet Technician for Public Works

Public Works is requesting to hire an additional Fleet Technician. Public Works (PW) has been working with the Chisago County Sheriff's Office (CCSO) on a plan for PW to take over fleet maintenance of their law enforcement vehicle fleet.

The initial investment is in personnel, but this should be offset by the savings on CCSO's end. Our last two Fleet Technicians started at a cost of \$57,262(salary) + \$17,178(benefits)= \$74,440. That cost would be offset by the CCSO saving an estimated \$56k in mechanic's labor and an estimated \$33K in part mark ups. The \$33K in part mark ups is a low estimate. For example, PW can buy an oil filter for \$5.50. An outside repair shop might be charging \$8 for that same filter. This might seem minor, but when CCSO has about 180+ oil changes a year, things add up. We will save money on all parts and fluids.

The unknown savings will come from maximizing the life of wear components like tires, brakes, and front-end parts. This will be accomplished by having County employees working on County assets. This will keep the County's (and the taxpayer's) best interests a priority while maintaining a safe and functioning fleet. These savings might be minor at first but will add up over time.

There is a cost to do this, but even after the first year there should be savings based on the numbers we know. CCSO maintenance cost July 1, 2021 to July 1, 2022 was \$247153.98 parts and labor. We feel we can cut that number by \$25K or more while employing another full time Fleet Technician.

Thank you for your consideration and please let us know when/if we can move forward.

Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 26
Title of Item for Consideration: 2023 Annual Pavement Marking Project	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: None.	
Background: The County has bid out the annual 2023 Pavement Markings Project. The County received 2 bids ranging from the low bid of \$ 322,258.00 to the high bid of \$ 327,552.40. Sir Lines-A-Lot of Edina, MN, is the apparent low bidder. While bids came in over what we have budgeted to spend, County Engineer does not believe rebidding this project will result in any better bids. This is primarily due to the lack of competition at this point. Generally, the County gets 3-4 bids, however, one of the contractors has bought 2 of the other striping contractors. We will reevaluate our roads now that the snow is gone and will administer this contract living within our budget. Attachment(s): Contract	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the 2023 Annual Pavement Marking Project to Sir Lines-A-Lot. the following motion is suggested: <i>“Move to award and approve the 2023 Annual Pavement Marking Project to Sir Lines-A-Lot.”</i>	
Implications of Action: Approval will allow the County to construct the project. Budget/Financial Implications: Funding for project will come from 03-345-6508. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved the contract as to form.	
Administrator's Recommendation	
Approve CJS	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Project Contract for Chisago County 2023 Retro-Reflective Pavement Markings Project

This Agreement entered into this ____ day of _____ 20____,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Sir Lines-A-Lot, LLC.
7175 Cahill Road
Edina, MN 55439

The Project: 2023 Retro-Reflective Pavement Markings Project

Engineer: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

1.1 The Contract Documents, in order of priority, consist of:

- (A) This Contract;
- (B) The Instructions to Bidders;
- (C) The Bid/Proposal Form;
- (D) The General Conditions of the Contract;
- (E) General Requirements;
- (F) Special Conditions;
- (G) Drawings, Schemes and Designs and Specifications;
- (H) All Modifications issued after execution of this Contract;
- (I) Bonds and Insurance;
- (J) The Contractor's final proposal.

1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.

1.3 The Contractor understands that all references to "Bidder" in contract documents now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for 2023 Retro-Reflective Pavement Markings Project, all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 The Contractor may not start construction operations prior to Contract Approval and Notice to Proceed. The Contractor must notify the Engineer, in writing, at least 48 hours prior to starting work.

3.4 The Contractor shall coordinate work with the County to accommodate their various maintenance and construction activities.

3.5 This Contract may not start construction operations prior to Contract Approval and Notice to Proceed. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.6 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before July 14, 2023.

3.7 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

3.8 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of: Three hundred twenty-two thousand two hundred fifty-eight dollars and zero cents (\$322,258.00).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County Engineer by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the County Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the County Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 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 faxed 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.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 10-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$2,000,000 aggregate. In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

8.4 Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in the amount of \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 for any number of claims out of a single occurrence; and not less than \$2,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provided in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County form liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County.

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall comply with Minn. Stat. 471.425.

ARTICLE XI

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:

Joe Triplett, Chisago County Engineer
313 N. Main St. – Room 400
Center City, MN 55012
(651)213-8700 (office)

The Contractor:

Chaise VanOverbeke
7175 Cahill Road
Edina, MN 55439
(952) 913-8382

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than ~~forty~~ (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contactor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.

1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

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Chisago County Request for Board Action

Meeting Date: April 5, 2022	Item Number: 27
Title of Item for Consideration: 2023 Seal Coat Project	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: None.	
Background: The County has bid out the annual 2023 Seal Coat Project. The County received 4 bids ranging from the low bid of \$738,102.69 to the high bid of \$921,090.77. ASTECH of St. Cloud, MN, is the apparent low bidder. Attachment(s): - Contract - Location Map	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the 2023 Seal Coat Project to ASTECH of St. Cloud. The following motion is suggested: <i>“Move to award and approve the 2023 Seal Coat Project to ASTECH of St. Cloud.”</i>	
Implications of Action: Approval will allow the County to construct the project . Budget/Financial Implications: Funding for project will come from 03-330-6510 Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved the contract as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

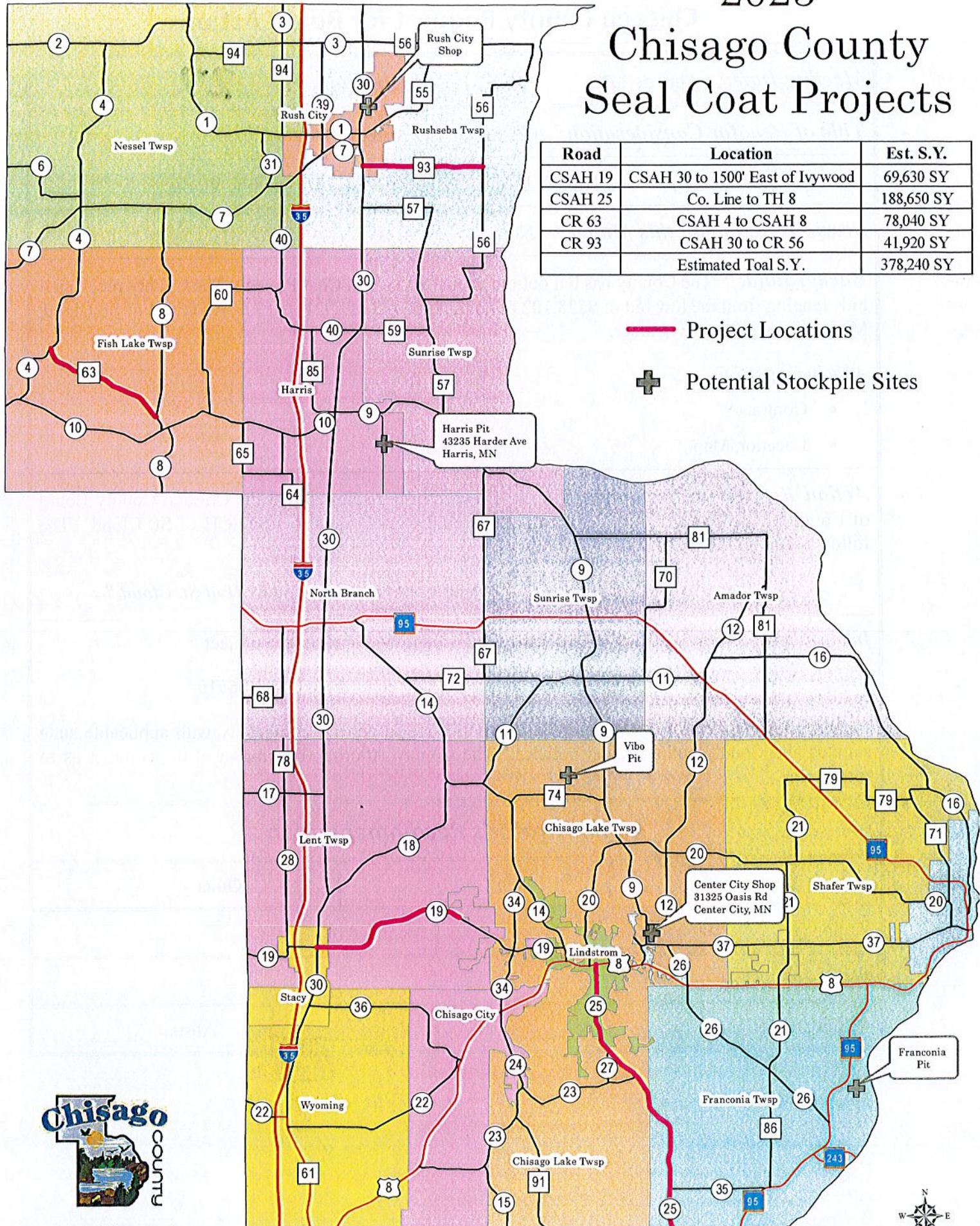
2023

Chisago County Seal Coat Projects

Road	Location	Est. S.Y.
CSAH 19	CSAH 30 to 1500' East of Ivywood	69,630 SY
CSAH 25	Co. Line to TH 8	188,650 SY
CR 63	CSAH 4 to CSAH 8	78,040 SY
CR 93	CSAH 30 to CR 56	41,920 SY
Estimated Toal S.Y.		378,240 SY

— Project Locations

+ Potential Stockpile Sites



This is a compilation of the records as they appear in the Chisago County Public Works office. This map is for reference purposes only.



Updated: February 6, 2023

Project Contract for 2023 Seal Coat Project

This Agreement entered into this ____ day of _____ 20____,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Asphalt Surface Technologies Corporation,
PO Box 1025, St. Cloud, MN 56302

The Project: 2023 Seal Coat Project
C.P. 13-SC-23

Engineer: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

- 1.1 The Contract Documents, in order of priority, consist of:
 - (A) This Contract;
 - (B) The Instructions to Bidders;
 - (C) The Bid/Proposal Form;
 - (D) The General Conditions of the Contract;
 - (E) Project Manual;
 - (H) Drawings, Schemes and Designs and Specifications;
 - (I) All Modifications issued after execution of this Contract;
 - (J) Bonds and Insurance;
 - (K) The Contractor's final proposal.
- 1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.
- 1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the 2023 Seal Coat Project (C.P. 13-SC-23), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.
- 3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.
- 3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approved progress schedule.

3.4 This Contract allows for a flexible starting date to occur on or after May 22, 2023. The Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved construction schedule. The Contractor must notify the Engineer, in writing, at least two weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their constructions schedule prior to the preconstruction meeting.

3.5 The Contractor must complete the chip and fog seal for all road segments by June 30, 2023.

3.6 The Contractor must complete all Work to meet the requirements of 1516.2, "Project Acceptance," under this Contract before July 7, 2023.

3.7 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

3.8 The Contractor must complete all Work to meet the requirements of 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with 1908.2, "Semi-Final Estimate Following Project Acceptance."

3.9 Working hours will be from 7:00 a.m. to 7:00 p.m., Monday through Friday, and from 8:00 a.m. to 5:00 p.m. on Saturdays. No work will be allowed on Sundays. Requests for expansion of working hours must be approved by the Engineer. The Contractor shall structure the proposed schedule based on the state working hours.

3.10 No work on the CSAH 25 segment shall occur until after June 12, 2023.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: Seven Hundred Thirty-eight Thousand One Hundred Two Dollars and Sixty-nine cents (\$738,102.69).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 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 faxed 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.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

8.4 Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provided in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County from liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County.

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
313 N. Main St. – Room 400
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
Joe.triplett@chsiagocountymn.gov

The Contractor:
Dale Stranberg
Asphalt Surface Technologies Corporation
PO Box 1025
St. Cloud, MN 56302
(320) 363-8500
Astechdale@hotmail.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than ~~forty~~ (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of

Compliance, said Contactor must certify that it is in compliance with federal affirmative action requirements.

- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
 - 3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.

4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

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Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 28
Title of Item for Consideration: County Road 70 Reconditioning Project	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: The County has bid out the CR 70 Reconditioning project. The County received 9 bids ranging from the low bid of \$1,251,576.43 to the high bid of \$1,549,901.77. Engineer Estimate for the project was \$1,284,151.50. Winberg Companies of Shafer Township, MN, is the apparent low bidder. Attachment(s): Contract	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the project. The following motion is suggested: <i>“Move to award and approve the County Road 70 Reconditioning Project to Winberg Companies of Shafer Township, MN.”</i>	
Implications of Action: Approval will allow the County to construct the project Budget/Financial Implications: Funding for project will come from 03-325-6604 Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved the contract as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Project Contract for County Road 70 Reconditioning Project

This Agreement entered into this ____ day of _____ 20__,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Winberg Companies, a Minnesota Corporation,
17293 Furuby Road, Shafer, MN 55074

The Project: County Road 70 Reconditioning Project
CP 13-70-23

Engineer: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

1.1 The Contract Documents, in order of priority, consist of:

- (A) This Contract;
- (B) The Instructions to Bidders;
- (C) The Bid/Proposal Form;
- (D) The General Conditions of the Contract;
- (E) Project Manual;
- (H) Drawings, Schemes and Designs and Specifications;
- (I) All Modifications issued after execution of this Contract;
- (J) Bonds and Insurance;
- (K) The Contractor's final proposal.

1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.

1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the County Road 70 Reconditioning Project (CP 13-70-23), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 This Contract allows for a flexible starting date to occur on or after May 15, 2023. However, the Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved construction schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.4 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

3.5 The Contractor must complete all Work to meet the requirements of 1516.2, "Project Acceptance," under this Contract in no more than 40 Working Days.

3.6 The Contractor must complete all Work to meet the requirements of 1516.2, "Project Acceptance," under this Contract before August 11, 2023.

3.7 The Contractor must complete all Work to meet the requirements of 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with 1908.2, "Semi-Final Estimate Following Project Acceptance."

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: One Million Two Hundred Fifty-One Thousand Five Hundred Seventy-Six Dollars and Forty-Three Cents (\$1,251,576.43).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 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 faxed 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.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

8.4 Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or

provide in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County form liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County.

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
313 N. Main St. – Room 400
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
Joseph Winberg
Winberg Companies
17293 Furuby Road
Shafer, MN 55074
(651) 248-5133
joe@wci2020.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than ~~forty~~ (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contactor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension

or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

(C) Minnesota R. 5000.3400-5000.3600.

1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part of parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

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Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 29
Title of Item for Consideration: CSAH 40 Reconstruction Project	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: The County has bid out the CSAH 40 Reconstruction project. CSAH 40 is old CR 59 between Galaxy Avenue and CSAH 30 in the City of Harris. The County received 4 bids ranging from the low bid of \$3,067,077.00 to the high bid of \$3,795,329.62. Engineer Estimate for the project was \$2,938,145.70. Knife River Corporation of Sauk Rapids, MN, is the apparent low bidder. Attachment(s): Contract	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the CSAH 40 Reconstruction Project to Knife River Corporation of Sauk Rapids, MN. The following motion is suggested: <i>“Move to award and approve the project at tonight’s meeting.”</i>	
Implications of Action: Approval will allow the County to construct the project Budget/Financial Implications: Funding for project will come from 03-325-6605 Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved the contract as to form.	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Project Contract for CSAH 40 Reconstruction Project

This Agreement entered into this ____ day of _____ 20__,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Knife River Corporation, a Minnesota Corporation,
4787 Shadow Wood Dr. NE, Sauk Rapids, Minnesota 56379

The Project: CSAH 40 Reconstruction Project
SAP 013-640-001

Engineer: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

1.1 The Contract Documents, in order of priority, consist of:

- (A) This Contract;
- (B) The Instructions to Bidders;
- (C) The Bid/Proposal Form;
- (D) The General Conditions of the Contract;
- (E) Project Manual;
- (H) Drawings, Schemes and Designs and Specifications;
- (I) All Modifications issued after execution of this Contract;
- (J) Bonds and Insurance;
- (K) The Contractor's final proposal.

1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.

1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the CSAH 40 Reconstruction Project (SAP 013-640-001), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

Chisago County Project Contract

SAP 013-640-001 CSAH 40 Reconstruction – April 2023

3.3 This Contract allows for a flexible starting date to occur on or after May 15, 2023. However, the Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved construction schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.4 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

3.5 No permanent construction work on CSAH 30 shall occur until after the MS 150 Bicycle Event on June 10 – 11, 2023. Minor grading of the CSAH 30 in-slopes may occur to help facilitate utility relocations along CSAH 30.

3.6 The Contractor must complete all Work required to have traffic on the planned permanent configuration, including all paving, permanent safety devices, lighting, signing, striping, and the installation of permanent turf establishment under this Contract before September 8, 2023. The Contractor must complete all Work to meet these requirements in no more than 60 Working Days.

3.7 The final excavation, placement of the filter topsoil borrow, and turf establishment for the infiltration basin shall not occur until the contributing drainage area has been fully stabilized. Upon full stabilization of the infiltration basin's drainage area, the Contractor shall complete the infiltration basin, miscellaneous clean-up, and all Work to meet the requirements of 1516.2, "Project Acceptance," under this Contract before September 29, 2023. Working Day charges do not apply after the requirements of S-24.4D have been met.

3.8 The Contractor must complete all Work to meet the requirements of 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with 1908.2, "Semi-Final Estimate Following Project Acceptance."

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: Three Million Sixty-Seven Thousand Seventy-Seven Dollars and Zero Cents (\$3,067,077.00).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.

- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 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 faxed 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.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

8.4 Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provided in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County form liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County.

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
313 N. Main St. – Room 400
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
John Quade
Knife River Corp.
4787 Shadow Wood Dr. NE
Sauk Rapids, MN 56379
(320) 251-9472
krcmn.subquotes@kniferiver.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the

requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.

- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

- (C) Minnesota R. 5000.3400-5000.3600.

1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

- (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the

COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.

4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part of parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

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Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 30
Title of Item for Consideration: 2023 Construction Testing Services Contract	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance for construction testing services to comply with state and federal testing requirements to deliver the projects in the Transportation Improvement Plan. The County has enlisted Braun Intertec, 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 2023 Construction Testing Services Contract with Braun Intertec. The following motion is suggested: <i>“Move to approve the 2023 Construction Testing Services Contract with Braun Intertec.”</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 general conformity with applicable state statutes and County authority and policies. The County Attorney has approved the contract as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

08

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Braun Intertec Corporation, 11001 Hampshire Avenue S, Minneapolis, MN 55438, 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 construction materials testing services for a number of construction projects scheduled for the 2023 construction season; and,

WHEREAS, the CONTRACTOR has provided the County with a proposal for construction material testing services in which it is represented 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 April 6, 2023, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until December 31, 2023, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT DOCUMENTS.** The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Contract and the Proposal for Construction Materials Testing Services, dated March 22, 2023 (Project Proposal QTB174589) 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 Forty-Four Thousand Five Hundred Fifty-Eight Dollars and No/100 Dollars (\$44,558.00) 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. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Charles M. Cadenhead, Jr., PE, Vice President, Principal Engineer
Company: Braun Intertec Corporation
Address: 11001 Hampshire Avenue S, Minneapolis, MN 55438
Telephone: (952) 995-2000
E-Mail: CCadenhead@braunintertec.com
Fax: (952) 995-2020

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.

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 – Braun Intertec Corporation

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, Chairperson 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: 03/29/2023



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

March 22, 2023

Ben Hobert, PE
Chisago County Public Works
313 North Main Street, Room 400
Center City, MN 55012

Re: Proposal for Construction Materials Testing Services
2023 Chisago County Project Material Testing Proposals
Chisago County, Minnesota

Dear Mr. Hobert:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for 2023 Chisago County Project Material Testing in Chisago County, Minnesota.

Estimated Cost Breakdown Per Project

Projects with Local Funding	Proposal Total
County Road 70 Reconditioning Project (C.P. 13-70-23)	\$11,494
Local Project Total	\$11,494

Projects with State Aid Funding	Proposal Total
County State Aid Highway 40 Reconstruction Project (S.A.P. 013-640-001)	\$16,216
County State Aid Highway 21 Reconstruction Project (S.A.P. 013-621-010)	\$28,342
State Aid Project Total	\$44,558



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

March 22, 2023

Proposal QTB174589

Benjamin Hobert, PE
Chisago County
313 North Main Street, Room 400
Center City, MN 55012

Re: Proposal for Construction Materials Testing Services
County Road 70 Reconditioning Project
City Project No. 13-70-23
Chisago County, Minnesota

Dear Mr. Hobert:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the County Road 70 Reconditioning Project in Chisago County, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

We understand this project will include full depth reclamation, aggregate base and shoulder material placement, new concrete curb and gutter along with a new bituminous pavement. Improvements to the storm water drainage utilities will also be part of this project. We understand this project will be taking place at the following location:

- Oriole Avenue from St. Croix Trail to 375th Street.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Chisago County, dated February 21, 2023.
- Email correspondence with Jake Boehmer regarding scope of services.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or

AA/EOE

specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soils Related Services

- Perform nuclear gauge density tests on sub-grade, embankment, select granular embankment, and utility backfill materials.
- Sample and test full depth reclamation, aggregate base, select granular borrow, fine aggregate bedding, and aggregate shoulder materials for compliance with the project documents. This task includes laboratory gradation testing of these materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on full depth reclamation and aggregate base materials.

Concrete Related Services

- Sample and test fresh concrete associated with general concrete placement for compliance with the project documents and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take nine trips to complete the nuclear density gauge testing on this project.
- We understand compaction testing on full depth reclamation and aggregate base materials will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of three tests will be conducted each trip with four trips assumed.
- We assume three sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We assume your full time on-site construction observer will observe the test rolling for this project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$11,494**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for

overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

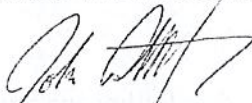
The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Professional Services Agreement dated April 17, 2014.

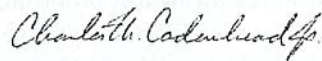
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact John Rutherford at 651.487.7052 (jrutherford@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



John P. Rutherford
Project Manager



Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachment:
Project Proposal – QTB174589

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Chisago County Public Works

Authorizer's Firm

Ben Hobert

Digitally signed by Ben Hobert
Date: 2023.03.24 08:55:52 -05'00'

Authorizer's Signature

Ben Hobert

Authorizer's Name (please print or type)

Assistant County Engineer

Authorizer's Title

3/24/2023

Date

Project Proposal

QTB174589

Chisago County - County Road 70 Reconditioning Project

Client:

Chisago County
Ben Hobert
31325 Oasis Rd, Rm 400
Center City, MN 55012
651-257-1300

Work Site Address:

Oriole Avenue from St. Croix Trail to 375th Street
Sunrise, MN 55056

Service Description:

Construction Materials Testing
County Project No. 13-70-23

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction Materials Testing				
Activity 1.1	Soil Testing				\$7,852.00
207	Compaction Testing - Nuclear	22.50	Hour	88.00	\$1,980.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Roadway Culvert Backfill	4.00	Trips	2.50	10.00
	Select Granular Embankment / Embankment	3.00	Trips	2.50	7.50
	Subgrade Preparation	2.00	Trips	2.50	5.00
1308	Nuclear moisture-density meter charge, per hour	22.50	Each	26.00	\$585.00
1318	Moisture Density Relationship (Standard), per sample	4.00	Each	194.00	\$776.00
217	Compaction Testing - DCP's	12.00	Hour	88.00	\$1,056.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base / Full Depth Reclamation	4.00	Trips	3.00	12.00
1162	Sieve Analysis with 200 wash, per sample	10.00	Each	142.00	\$1,420.00
209	Sample pick-up	10.00	Hour	88.00	\$880.00
1530AG	Asphalt Content of Aggregate Base, per sample	2.00	Each	155.00	\$310.00
1861	CMT Trip Charge	13.00	Each	65.00	\$845.00
Activity 1.2	Concrete Testing				\$1,752.00
261	Concrete Testing	7.50	Hour	88.00	\$660.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	2.00	Trips	2.50	5.00
	Flatwork	1.00	Trip	2.50	2.50
1364	Compressive strength of concrete cylinders (ASTM C 39), each	9.00	Each	34.00	\$306.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	2.00	Sets	3.00	6.00
	Flatwork	1.00	Set	3.00	3.00
278	Concrete Cylinder Pick up	4.50	Hour	88.00	\$396.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	3.00	Trips	1.50	4.50
1861	CMT Trip Charge	6.00	Each	65.00	\$390.00
Activity 1.3	Project Management				\$1,890.00
226	Project Manager	8.00	Hour	168.00	\$1,344.00
228	Senior Project Manager	1.00	Hour	194.00	\$194.00
238	Project Assistant	4.00	Hour	88.00	\$352.00
Phase 1 Total:					\$11,494.00

Proposal Total: \$11,494.00

March 22, 2023

Proposal QTB173968

Ben Hobert, PE
Chisago County Public Works
313 North Main Street, Room 400
Center City, MN 55012

Re: Proposal for Construction Materials Testing Services
County State Aid Highway (CSAH) 40 Reconstruction Project
S.A.P. 013-630-019, 013-640-001
CSAH 40 from Galaxy Avenue to Forest Boulevard
CSAH 30 from 900 feet South of CSAH 40 to 800 feet North of County Road 59
County Road 59 from CSAH 30 to 400 feet East of CSAH 30
Harris, Minnesota

Dear Mr. Hobert:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the CSAH 40 Reconstruction Project in Harris, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

We understand this project will include the placement of aggregate base, aggregate shouldering, and select granular embankment, along with a new bituminous pavement. Improvements to stormwater utilities will also be part of this project.

This project is a Chisago County project with state-aid funding. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2020 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2022 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Chisago County, dated January 23, 2023 and January 25, 2023, respectively.
- Email correspondence with Jacob Boehmer from Chisago County regarding project scope of work.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base I

Accredited Laboratory

In the 2022 SALT Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the metro area. With Braun Intertec's Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on embankment, select granular embankment, and culvert backfill materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on aggregate base material.
- Perform moisture content tests at time of compaction on backfill, embankment, select granular embankment, medium filter aggregate, fine aggregate bedding, aggregate base, and aggregate shouldering materials.
- Perform gradation tests on select granular embankment, fine aggregate bedding, aggregate base, and shouldering materials.

- Perform laboratory standard Proctor tests on backfill and fill materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base and aggregate shouldering according to MnDOT Specifications.

Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Moisture, Density, DCP, Proctor and Gradation tests.
- Completed test reports for samples sent to the MnDOT Materials Lab.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take twenty trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on aggregate base and aggregate shoulder materials will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of three tests will be conducted each trip with six trips assumed.
- We understand MnDOT Metro Inspections will perform bituminous plant monitoring and testing for this project.
- We assume your full time on-site construction observer will observe the test rolling for this project.

- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$16,216**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, please **sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

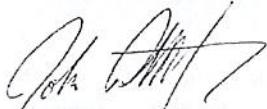
The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Professional Services Agreement dated April 17, 2014.

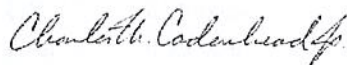
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact John Rutherford at 651.487.7052 (jrutherford@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



John P. Rutherford
Project Manager



Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachment:
Project Proposal – QTB173968

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Chisago County Public Works

Authorizer's Firm

Ben Hobert

Digitally signed by Ben Hobert
Date: 2023.03.24 08:55:35 -05'00'

Authorizer's Signature

Ben Hobert

Authorizer's Name (please print or type)

Assistant County Engineer

Authorizer's Title

3/24/2023

Date

Project Proposal

QTB173968

Chisago Co. CSAH 40 Reconstruction Project SAP 013-640-001

Client:

Chisago County
Ben Hobert
31325 Oasis Rd, Rm 400
Center City, MN 55012
651-257-1300

Work Site Address:

CSAH 40 from Galaxy Ave to Forest Blvd
CSAH 30 from 900' S. of CSAH 40 to 800' N. of
CR 59
CR 59 from CSAH 30 to 400' E of CSAH 30

Harris, MN 55032

Service Description:

Construction Materials Testing
SAP 013-630-019
County Project No. 13-29-23

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Materials Testing				
Activity 1.1	Soil Testing				\$13,901.00
207	Compaction Testing - Nuclear	50.00	Hour	88.00	\$4,400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Roadway Culvert Backfill	10.00	Trips	2.50	25.00
	Select Granular Embankment / Embankment	10.00	Trips	2.50	25.00
1308	Nuclear moisture-density meter charge, per hour	50.00	Each	26.00	\$1,300.00
1318	Moisture Density Relationship (Standard), per sample	8.00	Each	194.00	\$1,552.00
217	Compaction Testing - DCP's	18.00	Hour	88.00	\$1,584.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base	6.00	Trips	3.00	18.00
1162	Sieve Analysis with 200 wash, per sample	14.00	Each	142.00	\$1,988.00
209	Sample pick-up	14.00	Hour	88.00	\$1,232.00
1530AG	Asphalt Content of Aggregate Base, per sample	1.00	Each	155.00	\$155.00
1861	CMT Trip Charge	26.00	Each	65.00	\$1,690.00
Activity 1.2	Project Management				\$2,315.00
226	Project Manager	10.00	Hour	168.00	\$1,680.00
228	Senior Project Manager	1.00	Hour	194.00	\$194.00
238	Project Assistant	5.00	Hour	88.00	\$440.00
1230	MnDOT Final Report	1.00	Each	1.00	\$1.00
Phase 1 Total:					\$16,216.00

Proposal Total:	\$16,216.00
------------------------	--------------------

March 22, 2023

Proposal QTB174430

Ben Hobert, PE
Chisago County Public Works
313 North Main Street, Room 400
Center City, MN 55012

Re: Proposal for Construction Materials Testing Services
County State Aid Highway (CSAH) 21 Reconstruction Project
S.A.P. 013-621-010
Shafer, Minnesota

Dear Mr. Hobert:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the CSAH 21 Reconstruction Project in Shafer, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

We understand this project will include the construction of aggregate base placement, new concrete curb and gutter, spillway, along with a new bituminous pavement. Improvements to stormwater utilities will also be part of this project.

This project is a Chisago County project with state-aid funding. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2020 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2022 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by Chisago County, dated January 25, 2023.

- Discussions with Jacob Boehmer from Chisago County regarding project scope of work.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base I
- Concrete Field I
- MnDOT or ACI Strength Testing

Accredited Laboratory

In the 2022 SALT Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the metro area. With Braun Intertec's Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on embankment, select granular embankment, muck excavation backfill, and culvert backfill materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on aggregate base material.
- Perform moisture content tests at time of compaction on backfill, embankment, select granular embankment, granular backfill, coarse filter aggregate, fine aggregate bedding, aggregate base, and aggregate shouldering materials.
- Perform gradation tests on select granular embankment, granular backfill, coarse filter aggregate, fine aggregate bedding, aggregate base, and shouldering materials.
- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are suitable for support of fill, utilities, or pavements. Our engineer can provide consultation for conditions that are encountered within these excavations.
- Perform laboratory standard Proctor tests on backfill and fill materials.

- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base and aggregate shouldering according to MnDOT Specifications.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.

Reporting and Project Management

Observation and test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Reports.
- Moisture, Density, DCP, Proctor and Gradation tests.
- Concrete compressive strength results.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Copies of concrete and bituminous plant certifications.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take thirty-two trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on aggregate base materials will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of three tests will be conducted each trip with ten trips assumed.
- We assume three sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We understand MnDOT Metro Inspections will perform concrete batch plant monitoring and testing for this project.
- We understand MnDOT Metro Inspections will perform bituminous plant monitoring and testing for this project.
- We assume MnDOT will calibrate and certify the ready mix concrete plant.
- We assume your full time on-site construction observer will observe the test rolling for this project.
- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$28,342. Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated. A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

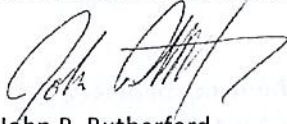
The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Professional Services Agreement dated April 17, 2014.

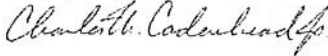
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact John Rutherford at 651.487.7052 (jrutherford@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



John P. Rutherford
Project Manager



Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachment:
Project Proposal – QTB174430

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Chisago County Public Works

Authorizer's Firm

Ben Hobert

Digitally signed by Ben Hobert
Date: 2023.03.24 08:55:17 -05'00'

Authorizer's Signature

Ben Hobert

Authorizer's Name (please print or type)

Assistant County Engineer

Authorizer's Title

3/24/2023

Date

Project Proposal

QTB174430

Chiasago County - CSAH 21 Reconstruction SAP 013-621-010

Client:

Chiasago County
Ben Hobert
31325 Oasis Rd, Rm 400
Center City, MN 55012
651-257-1300

Work Site Address:

Redwing Avenue from Highway 95 to Furuby
Road
Shafer, MN 55074

Service Description:

Construction Materials Testing
County Project No. 13-76-23

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Materials Testing				
Activity 1.1	Soil Testing				\$22,866.00
207	Compaction Testing - Nuclear	80.00	Hour	88.00	\$7,040.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Roadway Culvert Backfill	12.00	Trips	2.50	30.00
	Select Granular Embankment / Embankment	18.00	Trips	2.50	45.00
	Muck Excavation Backfill	2.00	Trips	2.50	5.00
1308	Nuclear moisture-density meter charge, per hour	80.00	Each	26.00	\$2,080.00
206	Excavation Observations	6.00	Hour	100.00	\$600.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Roadway Muck Excavation	2.00	Trips	3.00	6.00
126	Project Engineer	2.00	Hour	168.00	\$336.00
1318	Moisture Density Relationship (Standard), per sample	10.00	Each	194.00	\$1,940.00
217	Compaction Testing - DCP's	30.00	Hour	88.00	\$2,640.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base	10.00	Trips	3.00	30.00
1162	Sieve Analysis with 200 wash, per sample	22.00	Each	142.00	\$3,124.00
209	Sample pick-up	22.00	Hour	88.00	\$1,936.00
1530AG	Asphalt Content of Aggregate Base, per sample	2.00	Each	155.00	\$310.00
1861	CMT Trip Charge	44.00	Each	65.00	\$2,860.00
Activity 1.2	Concrete Testing				\$1,752.00
261	Concrete Testing	7.50	Hour	88.00	\$660.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	2.00	Trips	2.50	5.00
	Flatwork	1.00	Trip	2.50	2.50
1364	Compressive strength of concrete cylinders (ASTM C 39), each	9.00	Each	34.00	\$306.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	2.00	Sets	3.00	6.00
	Flatwork	1.00	Set	3.00	3.00
278	Concrete Cylinder Pick up	4.50	Hour	88.00	\$396.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	3.00	Trips	1.50	4.50
1861	CMT Trip Charge	6.00	Each	65.00	\$390.00
Activity 1.3	Project Management				\$3,724.00
226	Project Manager	15.00	Hour	168.00	\$2,520.00
228	Senior Project Manager	1.00	Hour	194.00	\$194.00
238	Project Assistant	7.50	Hour	88.00	\$660.00
1230	MnDOT Final Report	1.00	Each	350.00	\$350.00
Phase 1 Total:					\$28,342.00

Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 31
Title of Item for Consideration: Right-of-way Plat Number 115	
Action Requested by: Paul Gibson, County Surveyor	Department: Public Works
Previous Action on this Matter: None.	
Background: Right-of-way plat for acquisition of land for reconstruction of C.S.A.H. No. 10 between the Isanti County line and C.S.A.H. No. 8.	
Attachment(s): Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners move to approve Chisago County Right-of-way Plat No. 115. The suggested motion is as follows:	
<i>“Move to approve Chisago County Right-of-way Plat No. 115.”</i>	
Implications of Action: If approved the County can acquire the land needed to reconstruct CSAH 10.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



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
(651) 213-8700

Facsimile Machine (651) 213-8772

Joe Triplett, P.E.
Director of Public Works
County Highway Engineer

Paul M. Gibson, LLS
County Surveyor

Barbara J Shimmon
Financial Manager

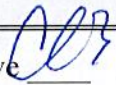
Resolution # _____

BE IT RESOLVED, that the County Highway Engineer and County Surveyor are hereby authorized to prepare a plat for highway right of way acquisition for reconstruction and re-alignment of C.S.A.H. No 10, CP 13-610-12 located between the Isanti County line and C.S.A.H. No. 8 in Fish Lake Township, Minnesota .

Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 32
Title of Item for Consideration: Appointment to Lower St. Croix River Comprehensive Watershed Management Plan - Policy Committee (1W1P)	
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.	
<u>Lower St. Croix River Comprehensive Watershed Management Plan - Policy Committee (1W1P) – Alternate:</u>	
At Large	
Attachments:	
Citizen Application	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint/reappoint citizens to the designated open Boards/Committees/Commissioners for the identified terms. The following motion is suggested to appoint/reappoint each individual:	
<i>“Move to appoint _____ as the Lower St. Croix River Comprehensive Watershed Management Plan - Policy Committee (1W1P) as an alternate.”</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 _____

Committee of
Interest

Lower St. Croix River Comprehensive
Watershed Management Plan - Policy
Committee (1W1P)

Name:	Brenda J. Green
Address:	3060 Clover Way
City:	Rush City
State:	MN
Zip:	55069-2610
Business Phone:	<i>Field not completed.</i>
Cell Phone:	6122094626
Fax No.:	<i>Field not completed.</i>
Email Address:	b_j_green@hotmail.com
In which Commissioner District do you reside?	District #5
If you reside in a Township, please list:	Nessel
List experience or skills you have relating to the appointment you are seeking:	I was a Project Manager for over 30 years and have extensive experience in process improvement and policies and procedures. (resume available)
List special or personal interests relating to the appointment you are seeking:	I am a board member on the Rush Lake Improvement Association and live on Rush Lake. I have worked with the Zebra Mussel Plates on Rush lake and also had a project completed to better manage the water coming through the swale on my property.
Why do you want this appointment?	I am now retired and would like to get more involved in the watershed and with Rush Lake.

Chisago County Request for Board Action

Meeting Date: April 5, 2023	Item Number: 33
Title of Item for Consideration: ARMER and E911 Upgrades	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: Projects were approved in the 2023 ARPA budget.	
Background: These upgrades are necessary due to the age of the existing equipment and the fact that there are major upgrades in progress for both NG-911 and the ARMER communications systems that require upgrades to support the new capacity requirements. The ES Chat upgrade is a capacity upgrade as we roll the system out to more users. By utilizing the features of ES Chat for the ARMER system we will be able to reduce the reliance on subscriber units for some targeted usages, as well as provide better flexibility in the use of the ARMER system. The total cost for each project is as follows: - ARMER microwave upgrade with associated test equipment <u>\$844,897.73</u> (ARPA-0334 ENTS budget). This includes the estimated costs to change microwave dish heights at the Almelund site for better signal strength and reliability. - Lumen NG-911 upgrade with 5 years of support <u>\$303,007.65</u> (ARPA-0334 ENTS budget) - ARMER ES Chat upgrade <u>\$13,290.00</u> (ARPA-0086 ENTS budget) - Contingency funds for any issues found during the implementation of these projects <u>\$30,000.00</u> (ARPA-0334 ENTS budget). These projects are on the approved list of projects for 2023 ARPA funds. Attachment(s): - Aviat Microwave Quote - Lumen 911 Quote - ES Chat ARMER Quote - CDWG - Astronics Test Equipment Quotes	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the ARMER and E911 Upgrades. The suggested motion is as follows: <i>“Move to authorize the DES Director to issue the associated PO’s and sign any needed documents for the above listed Chisago County ARMER, NG-911 and ES Chat upgrade projects.”</i>	
Implications of Action: By doing these needed system upgrades we will be prepared for the upcoming changes to both the ARMER backbone and the NG-911 on site hardware for call processing.	
Budget/Financial Implications: \$1,191,195.30 is the total cost to upgrade the ARMER and E-911	

radio system. All of the projects have been allocated ARPA monies for completion.

Legal/Policy Implications: All purchasing / bid laws will be followed. Aviat quote in existing Hennepin County bid PR00003794, Astronics H-GAC Contract RA05-21, CDWG Sourcewell 081419-CDW contract. The proposed activities are in general conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

Approve CBS

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



Aviat U.S., Inc.
200 Parker Drive
Suite C100A
Austin, TX 78728

Chisago County, MN
Jake Thompson (Jake.Thompson@chisagocounty.us)
Emergency Communications Services Manager
313 N Main St, Suite 140, Center City, MN 55012
(651) 213-8211

Project Number : NA210831-75659
Proposal Number : 230804
Proposal Date : March 23, 2023
Issue # : B3
Territory Manager : John Kingsley
Network Engineer : Luis Lopez
Sales Engineer : Jon Masyga
Terms : Net 30
Delivery : 26 Weeks ARO
Expiration : 180 days
Currency : USD
Freight : Prepaid & Bill, Destination

Microwave Replacement

ITEM	DESCRIPTION	PART NUMBER	UNIT PRICE	SYSTEM	
				QTY	PRICE
1.000	Microwave Radio Equipment				
1.100	IRU600 v4 RF Shelf				
1.101	IRU600 v4 RF Shelf, Non-Protected Repeater: Radio 1: Upper 6 GHz , Extra High Power (EHP); Radio 2: 6 GHz , Standard Power	EV205-AEU-AMT-410100	\$17,327	2	\$34,654
1.102	IRU600 v4 RF Shelf, Non-Protected Repeater: Radio 1: Upper 6 GHz , Extra High Power (EHP); Radio 2: Upper 6 GHz , Extra High Power (EHP)	EV205-AEU-AEU-410100	\$20,074	1	\$20,074
1.103	IRU600 v4 RF Shelf, MHSB Terminal, Lower or Upper 6 GHz , Standard Power	EV206-AMT-AM0-410000	\$13,380	4	\$53,520
1.104	IRU600 v4 RF Shelf, MHSB Terminal, Upper 6 GHz , Extra High Power (EHP)	EV206-AEU-AEU-410000	\$18,872	4	\$75,488
1.200	IRU600 v3/v4 Waveguide Kits				
1.201	Waveguide Extension Kit, IRU600 v3/v4, 6 GHz, Top Shelf in Rack, NP or MHSB, Main Port	179-530135-AA101	\$166	7	\$1,162
1.202	Waveguide Extension Kit, IRU600 v3/v4, 6 GHz, Top Shelf in Rack, NP Repeater, Repeater Port	179-530135-AA102	\$166	3	\$498
1.203	Waveguide Extension Kit, IRU600 v3/v4, 6 GHz, Second Shelf in Rack, NP or MHSB, Main Port	179-530135-BB201	\$528	2	\$1,056
1.204	Waveguide Extension Kit, IRU600 v3/v4, 6 GHz, Third Shelf in Rack, NP or MHSB, Main Port	179-530135-CC301	\$697	1	\$697
1.205	Waveguide Extension Kit, IRU600 v3/v4, 6 GHz, Fourth Shelf in Rack, NP or MHSB, Main Port	179-530135-DD401	\$691	1	\$691
1.206	Waveguide Bracket Kit, 2 RF Shelves in Rack	179-530089-001	\$89	1	\$89
1.207	Waveguide Bracket Kit, 3 or 4 RF Shelves in Rack	179-530089-002	\$178	1	\$178
1.300	Intelligent Nodal Unit - Extended (INUe)				
1.301	INUe Shelf e/w Node Controller Card v3 & Fan Shelf, 2 RU	EXX-000-205	\$1,052	9	\$9,468
1.302	INUe Forward Mounting Kit	179-530064-001	\$11	9	\$99
1.303	Node Protection Card	EXS-002	\$244	9	\$2,196
1.304	RAC70v2, QPSK-4096QAM, NO XPIC, ACM	EXR-700-002	\$685	22	\$15,070
1.305	Gigabit Ethernet Card (DAC GE3)	EXD-181-002	\$772	14	\$10,808
1.306	Protection / Bridging Cable, DAC GE3 to DAC GE3, SFP Direct Fit, 500 mm	037-579461-500	\$26	5	\$130
1.307	DS1 Module, 16x DS1 (DAC 16x v3)	EXD-161-002	\$1,117	2	\$2,234
1.308	Network Capabilities Module (aka DS1 Loop Switch)	EXD-400-002	\$1,117	6	\$6,702
1.309	DS1 Cable, Up to 8 DS1's, HDR-E50 to Stub, 24 AWG, 3 Meters	037-579418-003	\$44	2	\$88
1.310	DS1 "Y" Cable, Up to 8 DS1's, 2xHDR-E50 to Stub, 24 AWG, 3 Meters	037-579408-003	\$107	3	\$321
1.311	OC3 Module, DAC 1550M v3 (Requires SFP)	EXD-155-001	\$1,290	4	\$5,160
1.312	SFP Transceiver, STM-1/OC3, Multi Mode, 850nm LC connectors	079-422661-001	\$43	4	\$172
1.313	Simplex 3M MM LC-LC	037-579431-001	\$4	4	\$16
1.314	Node Software License: 100 MB Total Node Capacity	EZE-08002	\$429	4	\$1,716
1.315	Node Software License: 200 MB Total Node Capacity	EZE-08004	\$1,716	1	\$1,716
1.316	Node Software License: 300 MB Total Node Capacity	EZE-08005	\$2,575	2	\$5,150
1.317	Node Software License: 400 MB Total Node Capacity	EZE-08006	\$3,433	2	\$6,866
1.318	Node Software License: Adaptive Coding & Modulation (ACM)	EZF-02	\$1,287	9	\$11,583
1.319	Node Software License: Secure Management	EZF-03	\$2,363	9	\$21,267
1.320	Node Software License: Ethernet OAM w/ G.8032 Ring Protection	EZF-10	\$472	5	\$2,360
1.321	Node Software License: NCM Loop Switch, Up to 8 DS1's	EZF-1408	\$2,575	3	\$7,725
1.322	Node Software License: IRU600 v3/v4 High Power Transmitter, 2x RFU	EZF-62	\$5,149	2	\$10,298
1.323	Node Software License: IRU600 v3/v4 High Power Transmitter, 4x RFU	EZF-64	\$10,298	1	\$10,298

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http://www.aviatnetworks.com/media/files/AVWN_STCS.pdf. However, if an Order is issued under or in connection with an applicable master agreement between Aviat and Customer (an "Existing Agreement"), then the Existing Agreement will govern and control the Order.

3/29/2023 - 11:20 AM

04-B3, Chisago County, MN, Microwave Replacement Quote - 1 of 4

ITEM	DESCRIPTION	PART NUMBER	UNIT PRICE	SYSTEM	
				QTY	PRICE
1.400	Microwave Racks/Accessories				
1.401	Rack Assembly, 7' 0", Aluminum w/ Shipping Crate & 12 Position Circuit Breaker Panel	179-530307-0113	\$2,270	7	\$15,890
1.402	Common Breakers & Blanking Plugs per Rack Drawing	COMMON-BREAKERS-RACK	\$97	7	\$679
1.403	Standard DC & Ground Kit	179-530118-001	\$639	7	\$4,473
1.404	Rack Ground Bar, 72 Inches	LOC-TRGBVKIT145872W	\$741	7	\$5,187
1.405	Channel Mounting Kit	020-018475-005	\$26	21	\$546
1.406	Installation Kit, Aluminum Rack (Includes Concrete Floor Anchors, DC & Ground Wire, Overhead Bracing)	179-530119-001	\$972	7	\$6,804
			Subtotal:		\$353,129
2.000	Microwave Spares				
2.100	IRU600 v4 Spares				
2.101	Transceiver, 6 GHz, Standard Power	ERM-ATT-401	\$5,149	1	\$5,149
2.102	Transceiver, Upper 6 GHz , Extra High Power (EHP)	ERE-AU6-401	\$7,896	1	\$7,896
2.103	Fan Tray Kit, IRU600 v4 (Two Fan Trays / Kit)	179-531050-001	\$285	1	\$285
2.104	Transmitter Coax RF Switch	131-142718-001	\$169	1	\$169
2.200	Intelligent Nodal Unit - Extended (INUE) Spares				
2.201	Node Controller Card v3	EXN-005	\$506	1	\$506
2.202	INUE Shelf Fan Card	EXF-101	\$77	1	\$77
2.203	Node Protection Card	EXS-002	\$244	1	\$244
2.204	RAC 70v2, QPSK-4096QAM, NO XPIC, ACM	EXR-700-002	\$685	1	\$685
2.205	Gigabit Ethernet Card (DAC GE3)	EXD-181-002	\$772	1	\$772
2.206	DS1 Module, 16x DS1 (DAC 16x v3)	EXD-161-002	\$1,117	1	\$1,117
2.207	Network Capabilities Module	EXD-400-002	\$1,117	1	\$1,117
2.208	OC3 Module, DAC 1550M v3 (Requires SFP)	EXD-155-001	\$1,290	1	\$1,290
2.209	SFP Transceiver, STM-1/OC3, Multi Mode, 850nm LC connectors	079-422661-001	\$43	1	\$43
			Subtotal:		\$19,350
3.000	Microwave Network Management Equipment				
3.100	ProVision Hardware				
3.101	ProVision Windows Server, up to 1000 SLV, Entry Level, Rack Mounted (Excludes Keyboard, Mouse & Monitor)	614-100145-001	\$4,486	1	\$4,486
3.102	KVM Console Switch w/ 17" LCD Monitor & Keyboard, 8-Port Net Director, 1 RU	LOC-B020-008-17	\$3,209	1	\$3,209
3.103	2 Post Rack Mount for KVM Switch	614-100137-002	\$129	1	\$129
3.104	NMS Cable, RJ45 - RJ45, Shielded, 16 Ft.	037-579125-002	\$13	1	\$13
3.200	ProVision Software (Each IP Address = 1 Node)				
3.201	ProVision Solution Pack, Up to 20 Nodes	614-225010-002	\$7,209	1	\$7,209
3.202	ProVision Support Package: Asentria SiteBoss 5500 Series Site Manager	614-700011-001	\$4,005	1	\$4,005
3.203	ProVision Support Package: Eltek Charger	614-700070-001	\$4,005	1	\$4,005
			Subtotal:		\$23,056
4.000	Microwave Antenna/WG/Dehydrator				
4.100	6 GHz Antennas				
4.101	Antenna, 6 GHz, 3 Ft., High Performance, Low Profile, Single Polarization, CPR137G Flange, White Radome	AND-VHLP3-6W-6WH	\$1,611	3	\$4,833
4.102	Antenna, 6 GHz, 6 Ft., High Performance, Low Profile, Single Polarization, CPR137G Flange, White Radome	AND-LX6-6W-6WH	\$4,965	3	\$14,895
4.103	Outboard Side Strut for Commscope 6 Ft. Antennas, Contains two (2) Struts (Do Not Use w/ VHLP Antennas)	AND-HIGHWIND-6-KIT	\$758	3	\$2,274
4.200	6 GHz Waveguide				
				910	
				170	
				140	
				170	
4.201	Elliptical Waveguide, 5.925 - 7.125 GHz	AND-EW63-F	\$9	1,390	\$12,510
4.202	EW63 Waveguide Installation Kit, Supports 1 Waveguide Run	AND-EW63INSTALL-KIT	\$1,246	9	\$11,214
	1) Hoisting Grip, Qty. 1				
	2) Connectors, EW63, CPR137G Flange, Qty. 2				

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ITEM	DESCRIPTION	PART NUMBER	UNIT PRICE	SYSTEM	
				QTY	PRICE
	3) Pressure Window, CPR137G, Qty. 1				
	4) Flex Waveguide, WR137, 5.85 - 8.2 GHz, 3 Ft., CPR137G / CPR137G Flanges, Qty. 1				
	5) Flex Twist Hanger Assembly, WR137, Qty. 1 (Radio Connection)				
	6) Grounding Kit, WR137, 24 Inches, 2 Hole, Lug Attached, Qty. 3				
4.203	Waveguide Boot, EW63, 4 Inches	AND-WGB4-63	\$73	9	\$657
4.204	Waveguide / Coax Cable Accessories Kit, Supports 100 Ft. of Waveguide	179-530526-001	\$561	17	\$9,537
4.205	Butterfly Hangers, Kit of 10 Supports 30 Ft. of Waveguide	018-510000-001	\$31	9	\$279
4.206	Snap-in Hangers, Cushioned, EW63, Kit of 10 Supports 30 Ft. of Waveguide	018-510001-001	\$80	48	\$3,840
4.300	Dehydrator Systems				
4.301	Automatic Dehydrator LAB4.50, w/ SNMP, 1.4 - 8.7 PSI, 110 - 120 VAC, 50/60 Hz, 6 Ports, 30 Meters of Tubing, Rack or Wall Mount	CIB-C16600.602	\$4,526	4	\$18,104
4.302	Gas Distribution Manifold, 2 Ports	CIB-K15019-007	\$251	3	\$753
4.303	Gas Distribution Manifold, 4 Ports	CIB-K15019-005	\$306	1	\$306
			Subtotal:		\$79,202
5.000	DC Power Plant				
5.100	Battery Chargers				
5.101	Flatpack S Intrepid Chassis, 1 RU, 3 Rectifier Positions, Rear Wire, Low Voltage Battery Disconnect	ELT-FPSJ60I-ANL-VC	\$1,084	3	\$3,252
5.102	Rectifier, 1800 Watts, 100 - 250 VAC Input, -48 VDC Output (37.5 Amp @ 220 VAC Input; 20 Amp @ 110 VAC Input)	ELT-241122.125.VC	\$706	7	\$4,942
5.103	SmartPack S Controller, 100 Amp System, 1 RU, SNMP, 6 Programmable Digital or Analog Inputs, 6 Programmable Relay Outputs	ELT-SPS-FPS100-A01-VV	\$784	4	\$3,136
5.104	AC Line Cord, Amp Shelf Connector to Untermated, 12 AWG, 10 Ft. (One per Rectifier)	ELT-LA1012-UU	\$58	6	\$348
5.105	Circuit Breaker, 30 Amp Plug-in Bullet, Electro-Mechanical (Trim Panel A & B Feeds)	ELT-CBB030E	\$43	7	\$301
5.106	Alarm Relay Cable, 50 ft.	ELT-3672694300	\$194	3	\$582
5.107	Flatpack S Shelf Blank Panel	ELT-331E00116500	\$27	3	\$81
5.108	Bullet Breaker Puller Tool	ELT-BBPULR-01	\$53	3	\$159
			Subtotal:		\$12,801
6.000	Services				
6.100	Administration				
6.101	Project Management & Order Administration	SVCS-IN-PM-PM	\$32,351	1	\$32,351
6.102	Project Engineering	SVCS-IN-SS-PE	\$17,374	1	\$17,374
6.200	Field Engineering				
6.201	Site Surveys - 7 Sites	SVCS-IN-SS-PE	\$15,371	1	\$15,371
6.202	Path Surveys - 2 Paths: ECC - Almelund & Almelund - North Branch	SVCS-PN-EN-XE	\$11,841	1	\$11,841
6.300	Factory Services				
6.301	Network Engineering	SVCS-PN-EN-SE	\$16,183	1	\$16,183
6.302	Frequency Coordination, Prior Coordination Notices (PCN's), FCC Form Preparation - 7 Paths	SVCS-PN-EN-XE-LA	\$10,114	1	\$10,114
6.303	Configuration Engineering	SVCS-IN-SS-CEDFT	\$4,810	1	\$4,810
6.304	Drafting & Documentation	SVCS-IN-SS-CEDFT	\$2,972	1	\$2,972
6.305	Radio Programming & Testing	SVCS-IN-SIPQ-RI	\$14,577	1	\$14,577
6.306	Customer Witnessed Factory Acceptance Test	SVCS-IN-SIPQ-AT	\$2,140	1	\$2,140
6.400	Field Services				
6.401	Decommission Existing Radios	SVCS-IN-IC-AS	\$6,006	1	\$6,006
6.402	Radio Installation, Testing & Commissioning	SVCS-IN-IC-FI	\$57,576	1	\$57,576
6.403	DC Power Installation, Testing & Commissioning	SVCS-IN-IC-FI	\$2,145	1	\$2,145
6.404	ProVision Commissioning	SVCS-IN-IC-FI	\$4,290	1	\$4,290
6.405	Antenna Systems Installation w/ Waveguide Sweeps at all Sites	SVCS-IN-IC-AS	\$149,271	1	\$149,271
6.500	Factory Training Classes				
6.501	Eclipse Operations & Maintenance & ProVision Configuration & Management, 5 Days @ Aviat Facility in San Antonio, TX (Price per Seat)	TRN-GP-ECLPV-A	\$3,553	2	\$7,106
6.600	Freight				
6.601	Prepaid & Bill, Destination - Radio System	FREIGHT	\$9,587	1	\$9,587
6.602	Prepaid & Bill, Destination - Antenna Systems	FREIGHT	\$11,123	1	\$11,123
6.603	Prepaid & Bill, Destination - DC Power Systems (Batteries & Chargers)	FREIGHT	\$1,075	1	\$1,075

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ITEM	DESCRIPTION	PART NUMBER	UNIT PRICE	SYSTEM	
				QTY	PRICE
			Subtotal:		\$375,912
7.000	AviatCare				
	ALL WARRANTY PERIODS BEGIN AT FACTORY SHIPMENT.				
7.100	WarrantyPlus				
7.101	IRU600 WarrantyPlus, Concurrent w/ Standard Warranty - Year 1	SNA-BWXXA1001238	\$116	22	\$2,552
7.102	IRU600 WarrantyPlus, Concurrent w/ Standard Warranty - Year 2	SNA-BWXXA1001238	\$116	22	\$2,552
7.103	IRU600 WarrantyPlus, Concurrent w/ Standard Warranty - Year 3	SNA-BWXXA1001238	\$116	22	\$2,552
7.104	IRU600 WarrantyPlus, Out of Standard Warranty - Year 4	SNA-BNWX A1001238	\$292	22	\$6,424
7.105	IRU600 WarrantyPlus, Out of Standard Warranty - Year 5	SNA-BNWX A1001238	\$292	22	\$6,424
7.200	ProVision Software Support				
7.201	ProVision Software Support, Up to 20 Nodes, 8x5 Coverage - Year 1	SWW-PV85G1XX1299	\$2,587	1	\$2,587
7.202	ProVision Software Support, Up to 20 Nodes, 8x5 Coverage - Year 2	SWW-PV85G1XX1299	\$2,587	1	\$2,587
7.203	ProVision Software Support, Up to 20 Nodes, 8x5 Coverage - Year 3	SWW-PV85G1XX1299	\$2,587	1	\$2,587
7.204	ProVision Software Support, Up to 20 Nodes, 8x5 Coverage - Year 4	SWW-PV85G1XX1299	\$2,587	1	\$2,587
7.205	ProVision Software Support, Up to 20 Nodes, 8x5 Coverage - Year 5	SWW-PV85G1XX1299	\$2,587	1	\$2,587
			Subtotal:		\$33,439
8.000	Financial				
8.100	Management Concession(s)				
8.101	One Time Management Concession - Equipment	EQ DISCOUNT	(\$139,345)	1	(\$139,345)
8.102	One Time Management Concession - Services	SV DISCOUNT	(\$18,796)	1	(\$18,796)
	1) Discounts are based on the offered system total price. Changes to the scope may require adjustment to the discount value.				
			Subtotal:		(\$158,141)
	Grand Total (Excluding Applicable Taxes and Freight)				\$738,748

Customer Quote

Customer Information		Account Information	
Name:	EP11 Chicago County	BPO:	
Primary Contact:	Jake Thompson	Billing Account:	Jake Thompson
Primary Contact Phone:		Billing Address:	111 N. Main St. Center City MN 55012
Primary Contact Email:	jake.thompson@chicagocounty.us	Contract ID#:	
Billing Contact:	Jake Thompson	Quote Expiration Date:	5/10/2023
Billing Contact Phone:		QOT Quote ID & Version:	177 v 1
Billing Contact Email:	jake.thompson@chicagocounty.us		

Quote Details

Service Address	Part Num	Part Description	Unit MRC	Unit NRC	Qty	Total MRC	Total NRC	Term	Year Charged
Location: Chicago County									
Chicago County	Materials								
Chicago County	VIPER								
Chicago County	912817BB	7 Foot Cabinet Prebuilt Building Block		\$ 23,012.50	1		\$ 23,012.50		
Chicago County	912817BB	Mediant 1000B Prebuilt Building Block		\$ 5,612.50	1		\$ 5,612.50		
Chicago County	912929BB	XL DIA KIT PREBUILT BUILDING BLOCK			1				
Chicago County	911830	VIPER GATEWAY CHASSIS G3		\$ 1,023.00	1		\$ 1,023.00		
Chicago County	912811U	Application Server Position Access License Upgrade			5				
Chicago County	912812U	PBX Access License Upgrade			4				
Chicago County	911834	ARM G3		\$ 1,302.00	2		\$ 2,604.00		
Chicago County	91153P	9.1.1 Ingress via SIP - License per position Upgrade			4				
Chicago County	912870U/U	Mediant 1000 Access License (per Chassis) Upgrade			1				
Chicago County	91271624	Cisco C2960X 24TS L 24 port switch (with stacking module)		\$ 3,937.50	2		\$ 7,875.00		
Chicago County	IP Phones								
Chicago County	912945	IP Phone w/ALI		\$ 937.50	1		\$ 937.50		
Chicago County	Power 911 Setup								
Chicago County	913100U	Power 911 Client and Server Access License - Upgrade			4				
Chicago County	913152U	Power 911 Add-on Recorder for Radio Upgrade			4				
Chicago County	914561	WS Server RACK Bundle - Type B		\$ 8,815.50	1		\$ 8,815.50		
Chicago County	P10114R	Backup Disk Solution for Windows Server (Rack Mount)		\$ 5,100.00	1		\$ 5,100.00		
Chicago County	Power Metrics Setup								
Chicago County	P10199.1	Power Metrics - Data Collector: single RDOM		\$ 5,875.00	1		\$ 5,875.00		
Chicago County	ePrinter Setup								
Chicago County	917310U	ePrinter Software Upgrade			1				
Chicago County	914102EP	E PRINTER DESKTOP		\$ 2,143.75	1		\$ 2,143.75		
Chicago County	IWS Workstations								
Chicago County	914132BB	IWS WORKSTATION, PREBUILT BUILDING BLOCK		\$ 2,502.00	4		\$ 10,008.00		
Chicago County	913350S	IWS VIPER ENABLING KIT (SONIC)		\$ 3,022.50	4		\$ 12,090.00		
Chicago County	P10297	24" LED Barist Monitor		\$ 630.00	4		\$ 2,520.00		
Chicago County	914600S	IWS External Programmable Keyboard - 24 Buttons		\$ 202.50	4		\$ 810.00		
Chicago County	Network Equipment and Services								
Chicago County	914145	Firewall Appliance		\$ 1,812.50	2		\$ 3,625.00		
Chicago County	Miscellaneous Parts								
Chicago County	OBDM INSTALL MAT	MSC		\$ 1,062.50	1		\$ 1,062.50		
Chicago County	Support								
Chicago County	Power Metrics Recurring Services								
Chicago County	P10221	POWER METRICS - 1.4 POS. ANNUAL SERVICE PER PSAP YEAR 1		\$ 2,062.50	1		\$ 2,062.50	12	1
Chicago County	P10219	Power Metrics Suite - Annual access contract per PSAP Year 1		\$ 1,200.00	1		\$ 1,200.00	12	1
Chicago County	P10221	Power Metrics - 1.4 pos. annual service per PSAP Year 2		\$ 2,062.50	1		\$ 2,062.50	12	2
Chicago County	P10219	Power Metrics Suite - Annual access contract per PSAP Year 2		\$ 1,200.00	1		\$ 1,200.00	12	2
Chicago County	P10221	Power Metrics - 1.4 pos. annual service per PSAP Year 3		\$ 2,062.50	1		\$ 2,062.50	12	3
Chicago County	P10219	Power Metrics Suite - Annual access contract per PSAP Year 3		\$ 1,200.00	1		\$ 1,200.00	12	3
Chicago County	P10221	Power Metrics - 1.4 pos. annual service per PSAP Year 4		\$ 2,062.50	1		\$ 2,062.50	12	4
Chicago County	P10219	Power Metrics Suite - Annual access contract per PSAP Year 4		\$ 1,200.00	1		\$ 1,200.00	12	4
Chicago County	P10221	Power Metrics - 1.4 pos. annual service per PSAP Year 5		\$ 2,062.50	1		\$ 2,062.50	12	5
Chicago County	P10219	Power Metrics Suite - Annual access contract per PSAP Year 5		\$ 1,200.00	1		\$ 1,200.00	12	5
Chicago County	Total Protection Services								
Chicago County	P10349	Total Protection Service, Primary Position Year 1		\$ 3,125.00	4		\$ 12,500.00	12	1
Chicago County	P10349	Total Protection Service, Primary Position Year 2		\$ 3,125.00	4		\$ 12,500.00	12	2
Chicago County	P10349	Total Protection Service, Primary Position Year 3		\$ 3,125.00	4		\$ 12,500.00	12	3
Chicago County	P10349	Total Protection Service, Primary Position Year 4		\$ 3,125.00	4		\$ 12,500.00	12	4
Chicago County	P10349	Total Protection Service, Primary Position Year 5		\$ 3,125.00	4		\$ 12,500.00	12	5
Chicago County	Lumen Support - Intrado - Extended								
Chicago County	CCC PRM ONS POSITION WARR-SUPPORT	Lumen Support		\$ 12,000.00	5		\$ 60,000.00	60	
Chicago County	Implementation								
Chicago County	VIPER								
Chicago County	950853	Back Room Equipment Staging - Per Cabinet		\$ 2,187.50	1		\$ 2,187.50		
Chicago County	TX129-T1 Setup Fees								
Chicago County	TCCOTF4	TCC PROVISIONING CHANGE FEE PER PSAP		\$ 2,125.00	1		\$ 2,125.00		
Chicago County	IWS Workstations								
Chicago County	950852	Front Room Equipment Staging - Per Position		\$ 312.50	4		\$ 1,250.00		
Chicago County	Project Survey								
Chicago County	P10313	Project Survey (per Site)		\$ 2,250.00	1		\$ 2,250.00		
Chicago County	P10313	Travel Expense per Day per Person		\$ 312.50	3		\$ 937.50		
Chicago County	P10351	Travel Fee per Person		\$ 1,875.00	1		\$ 1,875.00		
Chicago County	Installation Services								
Chicago County	P10314	Professional Services (per Day)		\$ 2,250.00	7		\$ 15,750.00		
Chicago County	P10319	Living Expense per Day per Person		\$ 312.50	9		\$ 2,812.50		
Chicago County	P10351	Travel Fee per Person		\$ 1,875.00	1		\$ 1,875.00		
Chicago County	Training Services								
Chicago County	960780	Administrator Training		\$ 1,875.00	1		\$ 1,875.00		
Chicago County	960801	User Training		\$ 1,875.00	1		\$ 1,875.00		
Chicago County	P10087	CCS Training		\$ 1,875.00	1		\$ 1,875.00		
Chicago County	P10379	Training Customer Support		\$ 2,250.00	1		\$ 2,250.00		
Chicago County	9601083	Power Metrics Basic Online Training		\$ 490.75	1		\$ 490.75		1
Chicago County	P10319	Living Expense per Day per Person		\$ 312.50	5		\$ 1,562.50		
Chicago County	P10351	Travel Fee per Person		\$ 1,875.00	1		\$ 1,875.00		
Chicago County	Project Management Services								
Chicago County	P10510	Project Management Services		\$ 6,071.43	1		\$ 6,071.43		
Chicago County	Labor								
Chicago County	Labor	911 Tech		\$ 125.71	88		\$ 11,062.88		
Chicago County	Miscellaneous Fees								
Chicago County	OBDM INSTALL MAT	Intrado Professional Services Network		\$ 8,750.00	1		\$ 8,750.00		
Chicago County	Shipping and Handling								
Chicago County	Shipping - Regular								
Chicago County	Shipping	Shipping - Regular		\$ 2,327.86	1		\$ 2,327.86		
Location Chicago County Sub Total							\$ 303,007.64		
TOTAL Price to Customer							\$ 303,007.64		
Year 1 Total							\$ 239,957.64		
Year 2 Total							\$ 15,762.50		
Year 3 Total							\$ 15,762.50		
Year 4 Total							\$ 15,762.50		
Year 5 Total							\$ 15,762.50		

Notes:

This quote refreshes software/hardware and upgrades the site to the latest VIPER Ver 7. Intrado has issued end of life on VIPER 5.1.6.1 replacing it with VIPER 7. Last Time Buy new systems 12/31/21.

Expansion (adding a position/component to deployed system) 18 November 2022

Last Upgrade for this system was 2019/2019

This quote assumes any additional equipment or software not included in the quote which is currently in use and required for continued operation of the system following the upgrade meets Intrado's minimum system requirements and will remain in operation after the system upgrade.

Quote includes a replacement backup SNGM phone.

Please Verify if the Modem Gateway is still needed?

Customer: E911 Chicago County	LUMEN
Authorized Signature	Authorized Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 2. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) or Master Service Agreement(s), Public Safety Version, and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order). In such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commence Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month to month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an "Affiliate Agreement"). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

3. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

4. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

5. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

6. Customer will pay Lumen's standard (a) excise charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard install duration (available upon request or in Control Center at <https://www.centurylink.com/business/login>) and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

7. Charges/Orders: Items described in the Catalog Number and Description columns above reflect the Lumen Services ordered and identified above the table. Despite anything to the contrary, NRCs are NOT waived unless this Order or an Order Addendum expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or Order Addendum or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

8. MLTS Equipment: BY SIGNING THIS ORDER FOR MLTS EQUIPMENT, AS APPLICABLE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ACCESS TO EMERGENCY SERVICES CONTAINED IN THE APPLICABLE SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE SCHEDULE, I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HYQISIP/911advisory.pdf>.

**San Luis Aviation Inc dba ESChat**

3450 Broad Street, Suite 106
San Luis Obispo
CA
United States 93401

Quote

Valid Till: May 5, 2023
Quote Number : 2113958000047750097

BILL TO:

313 N. Main St. Suite 140
Center City
MN
United States
55012

SHIP TO:

15230 Per Rd
Center City
MN
United States
55012

Account Name: **Chisago County MN**
Contact Name: **Jake G. Thompson**

Quote Stage: **Delivered**

S.No. Product Details

		Qty	List Price	Total
1.	NXU R4 RACK MOUNT FOR 4 UNITS ESC 5190-404000	2	\$ 5,070.00	\$ 10,140.00
2.	Interconnect Cables (NXU-Donor Radio)	8	\$ 375.00	\$ 3,000.00
	Motorola XTL2500 Cable			
	MFR P/N 5961-291262-15			

Sub Total **\$ 13,140.00**
Tax **\$ 0.00**
Adjustment **\$ 150.00**
Grand Total \$ 13,290.00

Description

Adjustment reflects the estimated shipping of \$150

Terms and Conditions

Net 30

Send orders to

Phone: (903) 985-8999
 Fax: (903) 985-8998
 email: freedom_sales@astronics.com

ASTRONICS
 TEST SYSTEMS

FREEDOM
 Communication Technologies

DATE: 3/16/2023
 Quotation #: EPIMD010721-Rev1

Quotation For: Chisago County

Jake Thompson/Jon Eckel
 313 North Main Street
 Center City, MN 55012

Phone: 651-213-8211
 email: jake.thompson@chisagocountymn.gov jon.eckel

Please Make Purchase Orders to:
 Freedom Communication Technologies
 2002 Synergy Drive, Suite 200
 Kilgore, TX 75662

REFERENCE H-GAC Contract RA05-21

Quotation valid until: 4/15/2023

Prepared by: Alicia Mitchell

MR FIRM	SALES PERSON	SHIP DATE	SHIP VIA	FCA POINT	TERMS
MR Firm List	Mike Saxton	4 Weeks ARO		Kilgore, TX	Prepayment

QUANTITY	PART #	DESCRIPTION	UNIT PRICE	AMOUNT
1	XAR8200	R8200 Communications System Analyzer - Includes R8-ESA, R8-TG, R8-REMOTE, R8-PAT, R8-GEN_EXT and VNA	\$29,400.00	\$29,400.00
1	XAR8-3G	3 GHz Operation	\$2,401.00	\$2,401.00
1	XAR8-P25	APCO Project 25 Phase 1	\$2,940.00	\$2,940.00
1	XAR8-P25TRNK	APCO Project 25 Phase 1 Trunking (Requires R8-P25)	\$2,450.00	\$2,450.00
1	XAR8-P25_VOC	P25 Vocoder	\$980.00	\$980.00
1	XAR8-AT_APX	AutoTune for APX 1000/2000/4000/6000/7000 Series Mobiles and Portables	\$2,940.00	\$2,940.00
1	XAR8-AT_XTL	AutoTune for XTL 1500/2500/5000 Mobiles	\$2,940.00	\$2,940.00
1	XAR8-AT_XTS	AutoTune for XTS 1500/2500/5000 Portables	\$2,940.00	\$2,940.00
1	XAR8-5Y	Five Year Service Plan	\$2,400.00	\$2,400.00
1	XAR8-SC	Soft Carrying Case	\$319.00	\$319.00
1		IWCE DISCOUNT	(\$8,500.00)	(\$8,500.00)
0		P.O Due by 5pm 03/31/23		

NOTES:

- * FCT Standard Terms and Conditions shall apply, except as provided herein.
- * Any resultant Purchase Order is subject to FCT review and acceptance.
- * Changes in quantities or elimination of items may require a revision to this quotation at FCT's sole discretion.
- * While every effort will be made to ship by the estimated delivery date, no penalty shall apply for early or late deliveries.
- * Shipping costs are best estimates only.
- * A tax exemption certificate or number will be required if tax exemption is claimed.
- * A completed end-user statement will be required prior to shipment outside the U.S. for compliance with U.S. Export Control Regulations

For questions concerning this quote, please contact:

Mike Saxton
 Phone: 630-939-6800
 email: mikes@epitechnologies.com

SUBTOTAL	\$41,210.00
ESTIMATED TAX RATE	
ESTIMATED SALES TAX	\$0.00
ESTIMATED SHIPPING	
TOTAL	\$41,210.00

Remit to: Freedom Communication Technologies, 2002 Synergy Blvd, Kilgore, TX 75662

This document contains trade secrets and commercial or financial information which are privileged and confidential and exempt from disclosure under the Freedom of Information Act pursuant to exemptions (b)(3) and (b)(4). Furthermore, this information is prohibited from disclosure under the Trade Secrets Act, 18 U.S.C. 1905.

THANK YOU FOR YOUR INTEREST IN OUR PRODUCTS



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

Review and Complete Purchase

DENNIS WILTON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

Thank you. Have a great day!

ACCOUNT MANAGER NOTES:

Adam Flynn
Executive Account Manager
866-723-3621
adamfly@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NHFP591	3/23/2023	VIAVI	10337145	\$24,939.73

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>VIAVI CERTIFIER 40G CLASS FA COPPER</u>	1	5256677	\$24,939.73	\$24,939.73
Mfg. Part #: NGC-4500-CUQEF-NA				
UNSPSC: 43222643				
**				
NGC-4500-CUQEF-NA;Certifier40G				
Cat6A/Class EA and Tier 1 MMEF/SM				
Kit w/NA AC Cords				
**				
Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)				

SUBTOTAL	\$24,939.73
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$24,939.73

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CHISAGO COUNTY 313 N MAIN ST RM 142 CENTER CITY, MN 55012 Phone: (651) 213-8208 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CHISAGO COUNTY DENNIS WILTON 313 N MAIN ST SUITE 140 CENTER CITY, MN 55012 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Adam Flynn | (866) 723-3621 | adamfly@cdwg.com

Need Help?



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Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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COUNTY ROAD 10 CORRIDOR PROJECT

YOU ARE INVITED

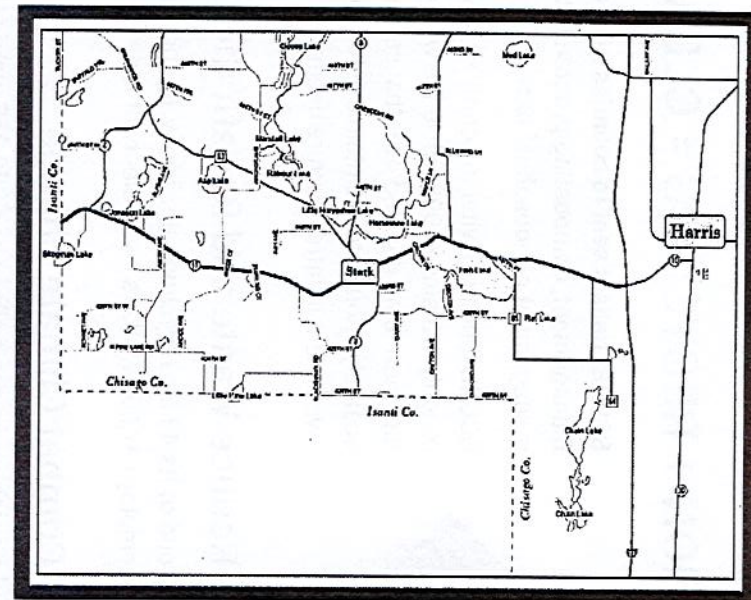
WE INVITE YOU TO
PUBLIC OPEN HOUSE 2

APRIL 11TH, 2023

5:00 PM TO 7:00 PM

FISH LAKE TOWN HALL

2170 BRUNSWICK RD.
HARRIS, MN 55032



THIS PROJECT WILL OCCUR ON COUNTY ROAD 10 (STARK ROAD) FROM I-35 TO THE CHISAGO/ISANTI COUNTY LINE.

CORP.

SCORE Funding Legislation

HF1785/SF1587

WASTE REDUCTION + RECYCLING = CLEAN AIR + CLEAN WATER

What are SCORE Programs?

SCORE* dollars sent to counties fund recycling, food waste prevention & management, composting programs, waste reduction efforts & the management of household hazardous wastes and problem materials.

SCORE funding is vital to county solid waste budgets and has increased by roughly 1/3 since 1998, while the waste that counties are required to manage has more than doubled over that same time. Current SCORE funding is scarcely enough to maintain existing programs, much less provide the investment in infrastructure needed to move us toward Zero-Waste goals.

SCORE Programs Reduce Waste and Benefit the Economy

Minnesota can rightly be proud of its 43.6% recycling rate. Today, Minnesota's recycling industry adds \$15.7 billion to the state's economy and employs 37,000 workers - with plenty of room to grow.

SCORE Programs Combat Climate Change

In 2020, Minnesota posted a greenhouse gas savings of 4,280,365 metric tons of carbon dioxide equivalent through locally-operated SCORE programs - comparable to the annual emissions of 909,000 vehicles.

Solid Waste Management Taxes to SCORE Grants

HF1785/SF1587

The "Solid Waste Management Tax" (SWMT) is assessed on waste generated locally and was intended to be used to manage that waste and reduce its environmental impacts. Today 30% of the SWMT is diverted to the general fund and used for non-waste related purposes. It is this 30% that Minnesota counties respectfully request be returned to Minnesota's counties through SCORE grants, allowing them to improve on their existing efforts and continue to move the state forward.

Solid Waste Management Tax 1998 to 2020

	1998	2020	% Change
SWMT Revenue	\$40M	\$91M	125%
SWMT Retained by MPCA	\$15M	\$45M	200%
SWMT to Counties for SCORE	\$13M	\$18M	35%
County Revenue for SCORE	\$25M	\$66M	167%



Association of
Minnesota Counties

For more information, please contact:

Brian Martinson, AMC Environment & Natural Resources Policy Analyst

Office: 651-789-4322 | Mobile: 651-246-4156

bmartinson@mncounties.org

MINNESOTA
SOLID WASTE
ADMINISTRATORS ASSOCIATION



125 Charles Avenue, St. Paul, MN 55103-2108 | www.mncounties.org | www.mn-swaa.org

COUNTY	PAY 2022 CERTIFIED AID (\$)	PAY 2023 CERTIFIED AID (\$)	PAY 2024 PROJECTED BASELINE AID (\$)	PAY 2024 PROPOSED AID (\$)	CHANGE PROPOSED PAY 2024 FROM BASELINE (\$)	PCT CHANGE PROPOSED PAY 2024 FROM BASELINE
STATE TOTAL	264,012,212	264,374,444	264,153,892	414,153,892	150,000,000	56.79
AITKIN	835,689	827,057	829,362	1,306,868	477,506	57.58
ANOKA	19,605,482	19,344,480	19,010,307	29,905,830	10,895,523	57.31
BECKER	1,306,011	1,342,026	1,333,093	2,101,637	768,544	57.65
BELTRAMI	6,566,684	6,371,286	6,286,944	8,172,108	1,885,164	29.99
BENTON	2,680,614	2,723,041	2,637,682	4,148,342	1,510,660	57.27
BIG STONE	513,816	517,738	518,936	815,287	296,351	57.11
BLUE EARTH	3,475,009	3,614,952	3,679,267	5,790,628	2,111,361	57.39
BROWN	1,299,231	1,422,662	1,383,867	2,177,562	793,695	57.35
CARLTON	2,370,772	2,348,934	2,374,251	3,734,522	1,360,271	57.29
CARVER	3,835,318	3,884,423	3,829,322	6,023,526	2,194,204	57.30
CASS	1,359,273	1,359,048	1,314,321	2,074,841	760,520	57.86
CHIPPEWA	634,400	627,841	696,895	1,096,472	399,577	57.34
CHISAGO	3,135,682	3,074,535	3,064,756	4,819,254	1,754,498	57.25
CLAY	3,935,730	4,093,206	4,236,057	6,665,336	2,429,279	57.35
CLEARWATER	891,578	857,225	860,807	1,352,682	491,875	57.14
COOK	516,284	516,482	518,117	813,990	295,873	57.11
COTTONWOOD	647,902	647,119	645,432	1,015,601	370,169	57.35
CROW WING	2,540,457	2,542,657	2,508,267	3,849,580	1,341,313	53.48
DAKOTA	20,229,054	20,388,198	20,493,501	32,246,752	11,753,251	57.35
DODGE	880,757	855,175	877,560	1,380,926	503,366	57.36
DOUGLAS	1,709,783	1,757,479	1,704,509	2,685,575	981,066	57.56
FARIBAULT	700,015	700,855	693,028	1,090,974	397,946	57.42
FILLMORE	815,004	940,355	916,311	1,442,513	526,202	57.43
FREEBORN	1,809,974	1,900,695	1,852,441	2,902,006	1,049,565	56.66
GOODHUE	1,798,021	1,839,537	1,881,858	2,965,048	1,083,190	57.56
GRANT	516,447	513,899	513,265	806,305	293,040	57.09
HENNEPIN	35,929,776	36,474,940	36,453,340	57,624,712	21,171,372	58.08
HOUSTON	1,058,111	1,080,056	1,119,170	1,760,236	641,066	57.28
HUBBARD	997,010	1,005,725	1,020,439	1,609,146	588,707	57.69
ISANTI	2,605,944	2,567,297	2,530,061	3,979,212	1,449,151	57.28
ITASCA	2,642,935	2,596,872	2,543,797	4,006,711	1,462,914	57.51
JACKSON	577,945	575,046	576,914	907,099	330,185	57.23
KANABEC	1,183,396	1,136,623	1,142,534	1,797,416	654,882	57.32
KANDIYOHI	2,364,496	2,476,130	2,460,301	3,873,923	1,413,622	57.46
KITTSO	475,139	474,466	473,177	742,823	269,646	56.99
KOOCHICING	1,451,684	1,395,981	1,449,242	2,278,126	828,884	57.19
LAC QUI PARLE	540,226	540,661	537,960	845,412	307,452	57.15
LAKE	603,238	606,763	624,568	982,860	358,292	57.37
LAKE OF THE WOODS	468,218	469,011	469,002	736,212	267,210	56.97
LE SUEUR	1,265,111	1,279,696	1,276,150	2,007,755	731,605	57.33
LINCOLN	502,052	497,503	495,796	778,642	282,846	57.05
LYON	1,164,107	1,179,479	1,149,814	1,807,742	657,928	57.22
MCLEOD	2,013,637	2,059,208	2,073,169	3,261,042	1,187,873	57.30
MAHONOMEN	730,288	690,589	685,030	1,075,809	390,779	57.05
MARSHALL	554,613	551,217	550,607	865,440	314,833	57.18
MARTIN	879,737	876,858	874,982	1,379,113	504,131	57.62
MEEKER	1,170,976	1,188,356	1,161,447	1,795,164	633,717	54.56
MILLE LACS	1,886,345	1,825,114	1,827,356	2,875,326	1,047,970	57.35
MORRISON	2,064,487	2,116,338	2,095,098	3,296,356	1,201,258	57.34
MOWER	2,512,565	2,446,939	2,513,230	3,955,570	1,442,340	57.39
MURRAY	553,271	552,216	553,785	870,472	316,687	57.19
NICOLLET	1,801,276	1,845,815	1,805,972	2,840,852	1,034,880	57.30
NOBLES	791,010	791,353	795,747	1,253,997	458,250	57.59
NORMAN	525,573	527,622	528,457	830,363	301,906	57.13
OLMSTED	7,856,947	7,713,203	7,933,037	12,487,289	4,554,252	57.41

COUNTY	PAY 2022 CERTIFIED AID (\$)	PAY 2023 CERTIFIED AID (\$)	PAY 2024 PROJECTED BASELINE AID (\$)	PAY 2024 PROPOSED AID (\$)	CHANGE PROPOSED PAY 2024 FROM BASELINE (\$)	PCT CHANGE PROPOSED PAY 2024 FROM BASELINE
OTTERTAIL	2,397,903	2,412,579	2,376,379	3,746,125	1,369,746	57.64
PENNINGTON	944,030	895,070	855,128	1,324,985	469,857	54.95
PINE	2,047,234	1,949,712	1,897,123	2,986,807	1,089,684	57.44
PIPESTONE	574,945	577,005	573,461	901,630	328,169	57.23
POLK	1,394,403	1,382,824	1,440,548	2,270,288	829,740	57.60
POPE	629,669	627,064	626,713	985,958	359,245	57.32
RAMSEY	20,591,755	20,298,201	20,300,177	32,071,127	11,770,950	57.98
RED LAKE	474,585	471,545	471,539	740,229	268,690	56.98
REDWOOD	693,541	692,168	693,262	1,091,345	398,083	57.42
RENVILLE	704,601	707,884	710,295	1,118,318	408,023	57.44
RICE	3,738,519	3,818,737	3,695,860	5,812,451	2,116,591	57.27
ROCK	556,975	560,401	559,466	879,467	320,001	57.20
ROSEAU	951,661	924,415	949,556	1,493,033	543,477	57.23
SAINT LOUIS	13,830,345	13,848,653	13,426,523	21,138,857	7,712,334	57.44
SCOTT	5,843,596	5,960,713	6,166,233	9,700,321	3,534,088	57.31
SHERBURNE	5,073,132	4,946,386	4,968,596	7,811,449	2,842,853	57.22
SIBLEY	629,716	628,897	630,293	991,628	361,335	57.33
STEARNS	10,114,392	9,781,250	9,952,472	15,659,128	5,706,656	57.34
STEELE	2,179,812	2,170,627	2,146,667	3,377,985	1,231,318	57.36
STEVENS	586,365	570,872	564,029	887,166	323,137	57.29
SWIFT	596,208	602,117	599,238	942,450	343,212	57.27
TODD	1,561,707	1,593,663	1,599,260	2,516,086	916,826	57.33
TRAVERSE	487,073	488,515	486,568	764,030	277,462	57.02
WABASHA	1,071,674	1,027,604	1,032,147	1,624,527	592,380	57.39
WADENA	1,006,910	1,027,283	1,024,317	1,611,497	587,180	57.32
WASECA	975,200	1,018,919	1,033,783	1,627,249	593,466	57.41
WASHINGTON	11,173,863	11,288,035	11,320,449	17,815,295	6,494,846	57.37
WATONWAN	631,921	769,191	842,699	1,324,768	482,069	57.21
WILKIN	545,015	543,989	543,183	853,684	310,501	57.16
WINONA	3,184,749	3,104,663	2,997,392	4,715,164	1,717,772	57.31
WRIGHT	6,460,219	6,553,535	6,711,297	10,551,616	3,840,319	57.22
YELLOW MEDICINE	581,394	579,945	578,901	910,244	331,343	57.24

This data is available in alternative formats. Contact bjorn.arneson@senate.mn for information.