



Chase Burnham
County Administrator

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, September 6, 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 219, 220 and 221 Grant Agmts – Chisago Age Well Coalition and NB A.P.S. TAB 3

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 Grant Agreements 219, 220, and 221 | TAB 3 |
| 4.) Payment of County's Warrants and Miscellaneous Bills | TAB 4 |
| 5.) Minutes from the August 16, 2023 Regular Meeting | TAB 5 |
| 6.) Recognition of County Staff September Anniversaries | TAB 6 |
| 7.) 2023 Budget Adjustment Request – Household Hazardous Waste Facility | TAB 7 |
| 8.) Midamerica Administrative & Retirement Solutions HRA Resolution | TAB 8 |
| 9.) Acceptance of Donation – Fire Suppressant Devices | TAB 9 |
| 10.) Application for Exempt Gambling – Knights of Columbus | TAB 10 |
| 11.) Temporary Strong Beer License Request – Almelund Lion's Club | TAB 11 |

Other County Business:

- | | |
|--|--------|
| 12.) ARPA – Broadband Grant – Franconia Township | TAB 12 |
| 13.) Policy for Ensuring the Security of Not Public Data | TAB 13 |
| 14.) Engineering Design Services Contract – CSAH 30 | TAB 14 |
| 15.) Out of State Travel Request – Snow & Ice National Snow Rodeo Conf. in Loveland, CO | TAB 15 |
| 16.) Contract for Century College SLOT Continuing Education Program | TAB 16 |
| 17.) Out of State Travel Requests –Pro Phoenix Annual Conference, Wisconsin Dells – CCSO | TAB 17 |
| 18.) Axon Enterprise Squad Camera Purchase Agreement | TAB 18 |
| 19.) Lease Agreement with City of Rush City | TAB 19 |

20.) Change Order No. 1 – SPRT Project Segment G Cons. Project No. 13-SPT-23

TAB 20

21.) Carlson Lake Overlook Final Plat

TAB 21

Discussion Items:

- Administrator Updates
- Correspondence
- Commissioner Committee Reports

CORR.

Adjourn Meeting of the Board of Commissioners





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: Chisago County Commissioners

From: Robert Benson, Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: August 30th, 2023

I. Department Updates/Highlights:

The state has prioritized keeping Minnesotans on Medical Assistance, and as such, has made the decision to continue the extension of all health care renewals through January 2024. Everyone due for coverage renewals during this time frame will have an extra month to submit all of their renewal paperwork and meet the requirements to recertify. While we support the idea of wanting to prevent individuals from falling through the cracks and unnecessarily losing their health care, this does put an additional strain on our workforce and creates potential backlogs and bottlenecks for our staff. At this time we have been able to keep the use of overtime to a minimum, but more may be required as we continue through the unwinding process.

The State Task Force for Priority Admissions, otherwise known as the 48-Hour Rule Committee, has continued their discussions. The Committee has representation from across a variety of fields impacted by the 48-hour rule, including law enforcement, the Attorney's Association, MACSSA, the Hospital Association, DHS, public defenders, Hennepin County Medical Center, and individuals who have been impacted by the system. On August 15th, MACSSA held a county input session to provide updates to counties and allow counties to offer feedback on some of the discussions that have been occurring. Of note is that the focus of the Committee has been just on the 48-hour rule, which impacts only jails, while the legislative directive for the Committee was to look at all priority admissions, whether they be in jails, hospitals, or other community placements that may not be appropriate for the individual. There are scheduled discussions with some of the other groups represented on the Committee to help produce a unified response to committee inquiries and to ensure counties are adequately represented when responding to the State and metro perspectives. It is important that the entire process is examined regarding all priority admissions, and not just focusing on those individuals in jails. The Department of Human Services continues to indicate that it is not an issue of bed shortages, while many other partners believe that it clearly is a shortage of beds in appropriate settings or state facilities.

The Chisago County HRA-EDA has announced grant opportunities for new childcare providers. (see attached) These mini grants are a result of the money awarded to the Chisago County Gap Committee by the First Children's Finance. As a reminder, our Chisago County Childcare Licensor will be offering is conducting two Community Education Classes on the licensing process; October 12 in Chisago Lakes and November 9th in North Branch.

Work is continuing on the new supervised child visitation room and the forensic interview room for child maltreatment investigations. The supervised visitation room is almost completed and furnished. We will begin using it soon. This room will provide a friendly environment for parents or caretakers to visit their children while providing a safe place for staff, to supervise those visits. We are currently working with Axon to assist with the technology for the forensic interview and control room. Axon is the provider for our Sheriff's Office body cameras. Having this technology in our interview room will allow us to easily and securely, share the interviews with law enforcement and the Attorney's Office as necessary. While the cost is higher than the original CIP request, it will be spread out over five years and Health and Human Services will be able to receive some reimbursement through state and federal participation rates. (typically around 40%)

Also of note:

Child Welfare Worker Appreciation Week is September 11-15th!! Thanks to all of our children's services staff who help to provide services to children in Chisago County and to keep them safe.

The Chisago County Operation Community Connect (OCC) is scheduled for Thursday, October 19th at the North Branch High School. We already have a number of providers registered for the event. We will have more information to provide as we get closer to the event date.

II. Financial Notes:

Health and Human Services collections has been doing well so far this year, in spite of legislative changes that limit the ability of counties to collect some past due bills. So far, at the end of July collections have totaled \$622,530 which has already surpassed collections from all of 2023 at \$590,082.

III. Staffing Updates:

We are currently conducting second round interviews for the Child Welfare Social Worker position and the Children's Services Case Aid position. We are also beginning the first-round interviews for the Community Outreach Social Worker in Behavioral Health.

In Public Health we are starting the first-round interviews for the contracted Community Health Workers. We also have a number of Public Health Home Visiting Nurse positions that we have currently on hold, pending increased need and case-load growth. (Two .8 positions, two full time positions, and a Nurse Team Lead full time position.)

IV. Review Requests for Board Action:



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
September 6, 2023**

TAB # 2

Payment of County's Warrants for HHS

Please authorize payment for the following Human Services Warrants

Check Date	Amount	Board Date	Type of Check/Payments
9/8/2023	\$167,610.76	9/6/2023	Commissioners Warrants
8/18/2023	\$214,091.84		Auditors Warrants
			Auditors Warrants
	\$381,702.60	Total	

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

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



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

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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

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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
2	10292 AMAZON CAPITAL SERVICES 05-430-700-0000-6826		6.98	Supplies 08/15/2023 08/15/2023	16VY-PKMP-CHGT	Contingency	N
3	05-420-600-0000-6401		37.36	Supplies 08/27/2023 08/27/2023	1KXK-G6QW-WLQ6	General Supplies	N
3	05-430-700-0000-6401		56.04	Supplies 08/27/2023 08/27/2023	1KXK-G6QW-WLQ6	General Supplies	N
6	05-430-700-0000-6826		1,579.19	Supplies 08/21/2023 08/21/2023	1LCR-MQ4H-HWDH	Contingency	N
4	05-430-700-0000-6401		155.99	Supplies 08/09/2023 08/09/2023	1P9C-JF9X-LWWD	General Supplies	N
1	05-430-700-0000-6826		1,942.08	Supplies 08/13/2023 08/13/2023	1T1D-RL76-XCNY	Contingency	N
5	05-420-600-0000-6401		37.55	Supplies 08/11/2023 08/11/2023	1X7K-FL3K-LXTT	General Supplies	N
5	05-430-700-0000-6401		56.32	Supplies 08/11/2023 08/11/2023	1X7K-FL3K-LXTT	General Supplies	N
	10292 AMAZON CAPITAL SERVICES		3,871.51	8 Transactions			
7	10038 ANDERSON & KOCH FORD INC 05-121-000-0000-6562		25.30	Veteran Van Repairs 07/28/2023 07/28/2023	8000	Repairs	N
	10038 ANDERSON & KOCH FORD INC		25.30	1 Transactions			
8	1198 BOOKER/KIMBERLY 05-430-700-0128-6335		82.29	Travel Expense-Mileage 07/13/2023 08/14/2023		Child Prot Staff Travel	N
	1198 BOOKER/KIMBERLY		82.29	1 Transactions			
14	112020 CARROLL/CYNDI 05-430-700-0125-6335		5.95	Travel Expense-Mileage 07/17/2023 07/17/2023		Worker Travel	N
13	05-430-700-0127-6335		178.85	Travel Expense-Mileage 07/03/2023 07/31/2023		Mh Travel	N
	112020 CARROLL/CYNDI		184.80	2 Transactions			
9	30282 CDW GOVERNMENT INC 05-420-600-0000-6260		223.95	IM Computer Support 07/18/2023 07/18/2023	KS85260	Computer Support	N

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Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
30282	CDW GOVERNMENT INC		223.95	1 Transactions			
10	3756 CHILDREN'S DENTAL SERVICES						
	05-451-480-0000-6841		259.49	Transportation-Hygiene Team Fe		Community Services	N
				07/06/2023 07/06/2023			
11	05-451-480-0000-6841		459.49	Transportation-Restore Team Fe		Community Services	N
				06/01/2023 06/01/2023			
	3756 CHILDREN'S DENTAL SERVICES		718.98	2 Transactions			
12	30177 CINTAS CORPORATION						
	05-420-600-0000-6241		6.67	Weekly Rug Service	4165278397	General Administration	N
				08/21/2023 08/21/2023			
12	05-430-700-0000-6241		13.33	Weekly Rug Service	4165278397	General Administration	N
				08/21/2023 08/21/2023			
12	05-451-430-0000-6800		15.09	Weekly Rug Service	4165278397	Other Expense	N
				08/21/2023 08/21/2023			
	30177 CINTAS CORPORATION		35.09	3 Transactions			
16	1268 DANNER/RIKEE						
	05-430-700-0134-6335		66.62	Travel Epense-Mileage		DD Worker Travel	N
				07/24/2023 08/25/2023			
	1268 DANNER/RIKEE		66.62	1 Transactions			
22	5160 DHS MAPS						
	05-420-640-0000-6298		75.04	07/2023 Federal Offset Fees	A300C322412	Fed Tax Offset	N
				07/01/2023 07/31/2023			
21	05-430-720-3140-6051		2,136.00	BSFE Co Match	A300MC132461	Pos Other Child Care	N
				07/01/2023 07/31/2023			
18	05-420-650-0000-5368		44,087.83-	MA Recoveries & Non Fed Share	A300MM1P13I	Recovery Incentive	N
				06/01/2023 06/30/2023			
17	05-420-650-0000-5830		179,526.36	MA Recoveries & Non Fed Share	A300MM1P13I	Ma Recoveries	N
				06/01/2023 06/30/2023			
20	05-430-750-3660-6094		5,952.71	MA Recoveries & Non Fed Share	A300MM1P13I	Dd Waiver/ICF - DT&H	N
				06/01/2023 06/30/2023			
19	05-430-760-3930-6051		229.78	MA Recoveries & Non Fed Share	A300MM1P13I	General Case Mgmt	N
				06/01/2023 06/30/2023			
	5160 DHS MAPS		143,832.06	6 Transactions			
24	9199 Displays2go						
	05-451-472-0000-6435		1,468.26	Supplies	PSI2228708	Public Health Supplies	N

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	9199 Displays2go		1,468.26	08/14/2023 08/14/2023 1 Transactions		
25	1926 DNA DIAGNOSIS CENTER 05-420-640-0000-6264		81.00	Genetic Testing 08/01/2023 08/01/2023 1 Transactions	11512772023	Paternity Costs N
	1926 DNA DIAGNOSIS CENTER		81.00			
26	2201 EISENSCHENK/JEANETTE 05-430-700-0127-6335		90.30	Travel Expense-Mileage 07/14/2023 07/14/2023 1 Transactions		Mh Travel N
	2201 EISENSCHENK/JEANETTE		90.30			
15	2799 ENGLUND/AMANDA 05-420-600-0121-6335		20.96	Travel Expense-Mileage 08/08/2023 08/08/2023 1 Transactions		Financial Travel N
	2799 ENGLUND/AMANDA		20.96			
27	70015 GRAND VIEW LODGE 05-430-700-0128-6240		191.13	Travel Expense-Lodging 10/04/2023 10/06/2023 1 Transactions	Peterson.Samantha	Child Prot Staff Trng N
	70015 GRAND VIEW LODGE		191.13			
75	2824 GRANDSTRAND FUNERAL HOME 05-420-622-0000-6006		1,500.00	08/06/2023 08/06/2023 1 Transactions		Burials General Relief N
	2824 GRANDSTRAND FUNERAL HOME		1,500.00			
28	5978 HENNEPIN COUNTY 05-420-650-0000-6005		175.37	Medical Transportation Adm 08/02/2023 08/02/2023	210326	Ma Transportation N
29	05-420-650-0000-6005		299.98	Medical Transportation Adm 08/02/2023 08/02/2023 2 Transactions	210349	Ma Transportation N
	5978 HENNEPIN COUNTY		475.35			
30	3442 ICCPA - INTER COUNTY COOP PUBLISHING 05-451-470-0000-6401		396.00	Supplies 08/07/2023 08/07/2023	73362	General Supplies N
31	05-451-470-0000-6838		145.00	Supplies 08/07/2023 08/07/2023	73363	C & T C Grant Exp N

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
3442	ICCPA - INTER COUNTY COOP PUBLISHING		541.00	2 Transactions			
90061	INNOVATIVE OFFICE SOLUTIONS LLC						
32	05-420-600-0000-6401		25.14	Supplies	4250685	General Supplies	N
				07/07/2023 07/07/2023			
32	05-430-700-0000-6401		37.70	Supplies	4250685	General Supplies	N
				07/07/2023 07/07/2023			
33	05-451-430-0000-6401		27.91	Supplies	4254432	General Supplies	N
				07/11/2023 07/11/2023			
34	05-420-600-0000-6401		4.74	Supplies	4255736	General Supplies	N
				07/12/2023 07/12/2023			
34	05-430-700-0000-6401		9.77	Supplies	4255736	General Supplies	N
				07/12/2023 07/12/2023			
34	05-451-430-0000-6401		13.40	Supplies	4255736	General Supplies	N
				07/12/2023 07/12/2023			
35	05-430-700-0000-6401		75.51	Supplies	4260288	General Supplies	N
				07/17/2023 07/17/2023			
36	05-420-600-0000-6401		3.67	Supplies	4261359	General Supplies	N
				07/18/2023 07/18/2023			
36	05-430-700-0000-6401		7.56	Supplies	4261359	General Supplies	N
				07/18/2023 07/18/2023			
36	05-451-430-0000-6401		10.37	Supplies	4261359	General Supplies	N
				07/18/2023 07/18/2023			
37	05-430-700-0000-6401		272.78	Supplies	4264999	General Supplies	N
				07/20/2023 07/20/2023			
38	05-420-600-0000-6401		272.78	Supplies	4268083	General Supplies	N
				07/24/2023 07/24/2023			
39	05-451-430-0000-6401		79.44	Supplies	428194	General Supplies	N
				08/04/2023 08/04/2023			
40	05-430-700-0000-6401		209.34	Supplies	4282205	General Supplies	N
				08/04/2023 08/04/2023			
41	05-420-600-0000-6401		161.06	Supplies	4282224	General Supplies	N
				08/04/2023 08/04/2023			
41	05-430-700-0000-6401		331.59	Supplies	4282224	General Supplies	N
				08/04/2023 08/04/2023			
41	05-451-430-0000-6401		454.76	Supplies	4282224	General Supplies	N
				08/04/2023 08/04/2023			
42	05-420-600-0000-6401		330.23	Supplies	4287637	General Supplies	N
				08/10/2023 08/10/2023			

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
42	05-430-700-0000-6401		495.34	Supplies	4287637	General Supplies	N
				08/10/2023 08/10/2023			
43	05-420-600-0000-6401		10.13	Supplies	4290361	General Supplies	N
				08/14/2023 08/14/2023			
43	05-430-700-0000-6401		15.20	Supplies	4290361	General Supplies	N
				08/14/2023 08/14/2023			
90061	INNOVATIVE OFFICE SOLUTIONS LLC		2,848.42	21 Transactions			
9028	Johanson/Brittany						
44	05-430-700-0134-6335		35.53	Travel Expense-Mileage		DD Worker Travel	N
				07/11/2023 07/26/2023			
45	05-430-700-0137-6335		82.91	Travel Expense-Mileage		Adult Services Travel	N
				07/11/2023 07/26/2023			
9028	Johanson/Brittany		118.44	2 Transactions			
9103	Kearn/Brittany						
46	05-430-700-0127-6335		133.50	Travel Expense-Mileage		Mh Travel	N
				07/03/2023 08/23/2023			
9103	Kearn/Brittany		133.50	1 Transactions			
4249	KEMEN/ANGIE						
47	05-430-700-0127-6335		73.99	Travel Expense-Mileage		Mh Travel	N
				06/26/2023 08/14/2023			
4249	KEMEN/ANGIE		73.99	1 Transactions			
7327	LEWIS/NICOLE						
48	05-430-700-0134-6335		34.61	Travel Expense-Mileage		DD Worker Travel	N
				08/02/2023 08/28/2023			
49	05-430-700-0137-6335		80.76	Travel Expense-Mileage		Adult Services Travel	N
				08/02/2023 08/28/2023			
7327	LEWIS/NICOLE		115.37	2 Transactions			
5203	LUNDGREN/LISA						
50	05-430-700-0128-6335		8.00	Travel Expense-Parking		Child Prot Staff Travel	N
				08/07/2023 08/07/2023			
5203	LUNDGREN/LISA		8.00	1 Transactions			
4137	MCAA						
51	05-420-600-0132-6240		91.45	MFSRC Conference Registration	Florin.Mark	Accounting Training	N
				08/16/2023 08/16/2023			

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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	
51	05-430-700-0132-6240		MFSRC Conference Registration 08/16/2023 08/16/2023	Florin.Mark	Accounting Training	N
51	05-451-430-0000-6245		MFSRC Conference Registration 08/16/2023 08/16/2023	Florin.Mark	Conferences, Training And Dues	N
52	05-420-600-0132-6240		MFSRC Conference Registration 08/16/2023 08/16/2023	Klein.Carol	Accounting Training	N
52	05-430-700-0132-6240		MFSRC Conference Registration 08/16/2023 08/16/2023	Klein.Carol	Accounting Training	N
52	05-451-430-0000-6245		MFSRC Conference Registration 08/16/2023 08/16/2023	Klein.Carol	Conferences, Training And Dues	N
4137	MCAA		590.00	6	Transactions	
53	4873 MCKESSON MEDICAL SURGICAL 05-451-472-0000-6435		Supplies 07/14/2023 07/14/2023	20858892	Public Health Supplies	N
4873	MCKESSON MEDICAL SURGICAL		30.70	1	Transactions	
54	5084 MFWCAA CONFERENCE 05-420-600-0121-6240		MWFCOA Membership Fee 08/23/2023 08/23/2023	Thorstenson.Nicole	Financial Training	N
5084	MFWCAA CONFERENCE		20.00	1	Transactions	
23	5569 MN DEPT HUMAN SERVICES 05-430-710-3780-6051		2022 Q4 NS Invoice 08/14/2023 08/14/2023	755484	Northstar Adoption Asst. POS	N
5569	MN DEPT HUMAN SERVICES		7,519.00	1	Transactions	
55	9193 MNSCIA 05-430-700-0128-6240		MNSCIA Conference 10/04/2023 10/06/2023	Peterson.Samantha	Child Prot Staff Trng	N
9193	MNSCIA		235.00	1	Transactions	
56	8302 PEROWITZ/BREANNA 05-430-700-0134-6335		Travel Expense-Mileage 07/18/2023 08/17/2023		DD Worker Travel	N
57	05-430-700-0137-6335		Travel Expense-Mileage 07/18/2023 08/17/2023		Adult Services Travel	N
8302	PEROWITZ/BREANNA		132.16	2	Transactions	
6838	RAMSEY COUNTY SHERIFF					

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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	
58	05-420-640-0000-6267			202309439	Other Co Sheriff Sop	N
	6838 RAMSEY COUNTY SHERIFF		90.00			
			07/24/2023 07/24/2023			
			1 Transactions			
59	05-451-470-0000-6245		Re-Certification T698641		Conferences, Training And Dues	N
	8118 SAFE KIDS WORLDWIDE		55.00			
			10/28/2023 10/27/2025			
			1 Transactions			
60	05-451-470-0000-6335		Travel Expense-Mileage		Worker Travel	N
	7907 SCHMIDT/JENNY L		61.95			
			07/05/2023 08/23/2023			
			1 Transactions			
74	05-451-470-0000-6335		Travel Expense-Mileage		Worker Travel	N
	3350 SCHNEIDER/RUSHESS		58.80			
			07/10/2023 07/26/2023			
61	05-451-470-0000-6844		Travel Expense-Mileage		MECSH Grant Exp	N
	3350 SCHNEIDER/RUSHESS		50.41			
			07/10/2023 07/26/2023			
			2 Transactions			
62	05-420-600-0000-6241		North Branch Shredding	154882	General Administration	N
	7832 SHRED-N-GO, INC		16.51			
			08/19/2023 08/19/2023			
62	05-430-700-0000-6241		North Branch Shredding	154882	General Administration	N
			08/19/2023 08/19/2023			
62	05-451-430-0000-6800		North Branch Shredding	154882	Other Expense	N
	7832 SHRED-N-GO, INC		37.36			
			08/19/2023 08/19/2023			
			3 Transactions			
63	05-430-700-0127-6335		Travel Expense-Mileage		Mh Travel	N
	7930 STRAND/TERESA		261.92			
			07/05/2023 07/27/2023			
64	05-430-700-0127-6335		Travel Expense-Mileage		Mh Travel	N
	7930 STRAND/TERESA		300.50			
			08/01/2023 08/17/2023			
			2 Transactions			
65	05-430-700-0137-6335		Travel Expense-Mileage		Adult Services Travel	N
	7505 STRUCK/TRENT		116.08			
			06/07/2023 07/14/2023			

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5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 9

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
7505	STRUCK/TRENT		116.08	1 Transactions			
66	6434 THORSEN/JOLENE						
	05-430-700-0134-6335		54.23	Travel Expense-Mileage		DD Worker Travel	N
				06/28/2023 08/23/2023			
67	05-430-700-0137-6335		126.55	Travel Expense-Mileage		Adult Services Travel	N
				06/28/2023 08/23/2023			
	6434 THORSEN/JOLENE		180.78	2 Transactions			
	7950 TREASURE ISLAND & CASINO						
68	05-420-600-0132-6240		73.78	Travel Expense-Lodging	Florin.Mark	Accounting Training	N
				10/02/2023 10/04/2023			
68	05-430-700-0132-6240		119.00	Travel Expense-Lodging	Florin.Mark	Accounting Training	N
				10/02/2023 10/04/2023			
68	05-451-430-0000-6245		45.22	Travel Expense-Lodging	Florin.Mark	Conferences, Training And Dues	N
				10/02/2023 10/04/2023			
69	05-420-600-0132-6240		73.78	Travel Expense-Lodging	Klein.Carol	Accounting Training	N
				10/02/2023 10/04/2023			
69	05-430-700-0132-6240		119.00	Travel Expense-Lodging	Klein.Carol	Accounting Training	N
				10/02/2023 10/04/2023			
69	05-451-430-0000-6245		45.22	Travel Expense-Lodging	Klein.Carol	Conferences, Training And Dues	N
				10/02/2023 10/04/2023			
	7950 TREASURE ISLAND & CASINO		476.00	6 Transactions			
	9023 Wolff/Kelly						
70	05-420-600-0121-6335		296.32	Travel Expense-Mileage		Financial Travel	N
				06/23/2023 08/15/2023			
	9023 Wolff/Kelly		296.32	1 Transactions			
	██████████						
71	05-460-310-0000-6111		65.00	Per Diem		Per Diems for Opioid Council	N
				07/20/2023 07/20/2023			
	██████████		65.00	1 Transactions			
	8409 ZENDA/NICOLE						
72	05-430-700-0000-6241		150.20	Client Expense-Reimbursement		General Administration	N
				06/29/2023 06/29/2023			
	8409 ZENDA/NICOLE		150.20	1 Transactions			
	9763 ZIERDEN/JESSICA						

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 8/29/2023 11:49:05AM
5 Health And Human Services

*** Chisago County ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 10

Vendor	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
73	05-430-700-0128-6335		127.73	Travel Expense-Mileage		Child Prot Staff Travel N
				06/15/2023 06/30/2023		
9763	ZIERDEN/JESSICA		127.73	1 Transactions		
5 Fund Total:			167,610.76	Health And Human Services	42 Vendors	98 Transactions
Final Total:			167,610.76	42 Vendors	98 Transactions	

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

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>Amount</u>	<u>Name</u>
5	167,610.76	Health And Human Services
All Funds	167,610.76	Total

Approved by,
.....
.....

Chisago County Request for Board Action

Meeting Date: September 6, 2023	Item Number: 3
Title of Item for Consideration: SHIP 219, 220 and 221 Grant Agreements – Chisago Age Well Coalition and North Branch A.P.S	
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 219 Agreement – Chisago Age Well Coalition (<i>available with Clerk of the Board</i>) • SHIP Grant 220 Agreement – Chisago Age Well Coalition (<i>available with Clerk of the Board</i>) • SHIP Grant 221 Agreement – North Branch A.P.S. (<i>available with Clerk of the Board</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreements – Chisago Age Well Coalition and North Branch A.P.S. The following motion is suggested: <i>“Move to approve the SHIP Grant Agreements for the Chisago Age Well Coalition and the North Branch A.P.S.”</i>	
Implications of Action: Approval of this Ship grant agreement will allow Chisago age well coalition to purchase sandwich boards, by purchasing sandwich boards Chisago age well will be able to expand their outreach to community members in Chisago County, purchasing the boards and the tools for the boards will let people know what is happening and where. Approval of this Ship grant agreement will allow Chisago Age Well Coalition to purchase the necessary items and materials to create a website to expand outreach, the new website will assist to engage community members to learn more about the resources, activities, and educational events happening in the Chisago County area. Approval of this Ship grant agreement will allow North Branch A.P.S to create a school course that will teach students the process of selecting and preserving their own fresh produce, safe food preparation methods, as well as meat processing methods, the classes will serve a wide range of students to include students with special needs, and students from a racially and ethnically diverse background.	

Budget/Financial Implications: The budget for SHIP Grant Agreement 219 will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$542.37.

The budget for SHIP Grant Agreement 220 will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$2,995.00.

The budget for SHIP Grant Agreement 221 will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$2,364.00.

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
September 6, 2023**

TAB # 4

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 9/7/2023 \$585,268.28

CHISAGO COUNTY BOARD OF COMMISSIONERS UNOFFICIAL PROCEEDINGS Wednesday, August 16, 2023

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, August 16, 2023 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg, Swenson. Also present: County Administrator Chase Burnham, County Attorney Janet Reiter, and Clerk of the Board Christina Vollrath.

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

On motion by Dahlberg, 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 Assistant County Engineer Ben Hobert. *No action was taken.*

On motion by Greene, seconded by Dunne, the Board moved items 1-2 to the consent agenda. 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 close the Road and Bridge Committee of the Whole at 6:41 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to approve the 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 – County Highway System Update
- 3.) Minutes from the August 2, 2023, County Board Meeting
- 4.) Payment of County’s Warrants and Miscellaneous Bills

Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The

itemized list of claims is available for public review on the County website at <https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed as a total dollar amount and notes the number of claims included in the total.

- 5.) County Recorder Compliance Fund Committee Policy
- 6.) Out of State Travel Request – PRIA Conf. – Omaha NE – August 29-31
- 7.) Acceptance of Donation – CCSO Exercise Equipment
- 8.) Comfort Lake Forest Lake Watershed District Appointment – Jackie Anderson
- 9.) Temporary Liquor License Request – Stacy Lions Club A-1 Rib Fest
- 10.) Acceptance of 2023 Chisago County Donations

Presentation: East Central Regional Library Board Report – Carla Lydon, Executive Director

CITIZENS FORUM

TIME – 6:59 p.m. **END TIME** – 6:59 p.m.
of SPEAKERS – 0

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

On motion by Dahlberg, seconded by Greene, the Board moved to accept the Environmental Services Director’s Report. 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 approve Resolution No. 23/0816-5, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Make Properties located at 1127 Stark Road / CSAH 10 (PID 03.00440.00) and 1225 Stark Road / CSAH 10 (PID 03.00440.01) in Fish Lake Township.

RESOLUTION NO: 23/0816-5 A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF MAKE PROPERTIES

WHEREAS, property owners Make Properties, LLC and Mark Rand & Carrie Rand and applicant Keith Koecher submitted an application dated received June 30, 2023 and considered complete on July 6, 2023 for the Preliminary Plat of Make Properties; and

WHEREAS, the property owners desire to create one parcel and replat one parcel from the 29.44± acre subject area; and

WHEREAS, the subject sites are located at 1127 Stark Road / CSAH 10 (PID 03.00440.00) and 1225 Stark Road / CSAH 10 (PID 03.00440.01) in Fish Lake Township and they’re zoned Agricultural (AG) District; and

WHEREAS, the subject sites are legally described as:

PID 03.00440.00

That part of the Northeast Quarter of Southeast Quarter (NE1/4 of SE1/4) lying South of the South right-of-way of County Road No. 10 as presently located, Section 28,
Township 36, Range 22,
Chisago County, Minnesota
EXCEPT
Lot 1, Block 1, Rand Estates

and

PID 03.00440.01

Lot 1, Block 1, Rand Estates
Chisago County, Minnesota

WHEREAS, notice was provided and on August 3, 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(s), and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Make Properties with conditions per Resolution No. PC2023-0801; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its August 16, 2023 meeting and determined the Preliminary Plat of Make Properties 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 Make Properties, subject to the following conditions:

1. The Preliminary Plat of Make Properties is approved per plat drawing dated signed June 30, 2023. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
2. 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.
3. The existing 10' wide drainage and utility easement lying adjacent to the westerly line of Rand Estates shall be vacated prior to the recording of the Final Plat of Make Properties.

4. The existing Chisago County Highway Right-of-Way Plat No. 62 is being replatted as Chisago County Highway Right-of-Way Plat No. 115. The Preliminary Plat of Make Properties is based on the prerecorded Plat of Chisago County Highway Right-of-Way Plat No. 115. Recording of said Right-of-Way Plat must be done prior to recording the Final Plat of Make Properties.

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. 23/0816-6, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, denying the Drive-Through Business Conditional Use Permit and Approving the Accessory Residential Unit Conditional Use Permit of property owner Boozhoo Coffee & Café, LLC and applicant Marvin “Joe” Beaulieu at 2340 Stark Road / CSAH 10 in Fish Lake Township (PID #03.00385.00).

RESOLUTION NO: 23/0816-6
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, DENYING A CONDITIONAL USE PERMIT ALLOWING A DRIVE-THROUGH BUSINESS AND APPROVING A CONDITIONAL USE PERMIT ALLOWING AN ACCESSORY RESIDENTIAL UNIT ON PROPERTY LOCATED AT 2340 STARK ROAD / CSAH 10 IN FISH LAKE TOWNSHIP

WHEREAS, property owner Boozhoo Coffee & Café, LLC and applicant Marvin “Joe” Beaulieu submitted an application dated received April 14, 2023 and considered complete on May 3, 2023 for a Conditional Use Permit allowing a Drive-Through Business and Accessory Residential Unit on property located at 2340 Stark Road / CSAH 10 in Fish Lake Township; and

WHEREAS, the .92± acre subject site is located in the Rural Village Center (RVC) District and legally described as:

PID 03.00385.00

All that part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section 26; Township 36, Range 22, Chisago County, Minnesota, described as follows, to-wit:

Commencing at the Southwest corner of said Southwest Quarter of the Northwest Quarter, Section 26, Township 36, Range 22; thence East 2 chains to the North side of Fish Lake Road and Cambridge Road; thence on the North boundary of said road East 25 degrees North 3 chains and 10 links; thence North 2 chains; thence West parallel with said Fish Lake and Cambridge Road 5 chains to the West line of said Southwest Quarter of the Northwest Quarter of said Section 26; thence South 2 chains to the place of beginning. Excepting therefrom that certain tract deeded to the County of Chisago by Quit Claim Deed, dated March 27, 1973, filed April 5, 1973, and recorded as microfilm number 137732.

Abstract property

WHEREAS, notice was provided and on June 1, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner and/or applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission received the application and a presentation from the Land Services Coordinator, discussed the request with the applicant, and opened the public hearing on June 1, 2023 and ultimately continued the public hearing to July 6, 2023, extended the review period by 60 days (expiring on August 31, 2023), and instructed the applicant to provide specific updated application materials for further review and consideration on July 6, 2023; and

WHEREAS, the Planning Commission closed the public hearing on July 6, 2023 and tabled the request to its August 3, 2023 meeting, at the applicant's request, in order to allow the applicant additional time to prepare and submit the specific updated application materials; and

WHEREAS, the Planning Commission further reviewed and considered the request on August 3, 2023 and ultimately recommended denial of the request for Conditional Use Permit for Drive-Through Business and approval of the request for Conditional Use Permit for Accessory Residential Unit with conditions per Resolution No. PC2023-0802; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its August 16, 2023 meeting and made the following findings per Zoning Ordinance Section 8.04:

Factor #1 The [proposed action is consistent with the] Comprehensive Plan and development policies of the County;

Finding #1 The Chisago County Comprehensive Plan outlines a number of goals and policies which are meant to support and encourage the proposed action. Among those identified goals and policies are the following:

Economic Development Goal: Provide for a range of economic diversity and development opportunities to maintain and strengthen the County's economy.

Policies:

- *Encourage new commercial and industrial development within existing communities where adequate infrastructure is available, including redevelopment of existing sites and filling of industrial and business parks.*
- *Continue to use and promote the Rural Village Center zoning district established for the historical unincorporated villages to allow for mixed-use development.*

- Factor #2 The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;
- Finding #2 *The proposed use will provide sanitary facilities for customers and residents, off-street parking for customers and residents, and access to the subject site will be gained from a well-established and well-maintained County Road (Stark Road / CSAH 10). Further, the proposed use will have no impact on schools or other public facilities or utilities. Therefore, the County finds that neither the proposed Drive-Through Business use nor the proposed Accessory Residential Unit use will create an excessive demand on existing parks, schools or utilities which serve the subject site.*
- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #3 *The proposed uses include a drive-through business to support a permitted use within the Rural Village Center (RVC) District as well as an accessory residential unit. Both commercial and residential uses exist within the immediate RVC District and, therefore, the County finds that the proposed uses are sufficiently compatible. However, the County further finds that the proposed use of an intercom system to support the proposed Drive-Through Business is physically unable to meet the ordinance prescribed setbacks of 400' from residentially used property and 200' from any adjacent lot regardless of use or zoning district and that the proposed use of an intercom system would cause undue negative noise impacts to adjacent land, property owners and residents.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4 *The applicant has demonstrated through site renderings that the proposed uses and site will have a visually pleasing appearance. Therefore, the County finds that the appearance will not have an adverse impact on adjacent properties.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 *The Chisago County Zoning Ordinance states that the Rural Village Center (RVC) District is intended to provide areas that will allow for retail and service businesses which are appropriately located in population centers in unincorporated areas. The County finds that the Chisago County Zoning Ordinance allows both proposed uses (Drive-Through Business and Accessory Residential Unit) as Conditional Uses in the Rural Village Center (RVC) District and therefore meet the intent of the RVC District.*

Factor #6	The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
Finding #6	<i>See Finding #5.</i>
Factor #7	The proposed use will not cause traffic hazard or congestion; and
Finding #7	<i>The subject site is situated at the intersection of two well-maintained, highly traveled County State Aid Highways (Stark Road / CSAH 10 and Cedarcrest Trail / CSAH 8). While the Chisago County Highway Department has reviewed the proposed parking plan and has required certain modifications – such as elimination of parking perpendicular to Stark Road / CSAH 10 – which will reduce potential for traffic hazards or congestion, the County finds that the proposed uses still pose potential for traffic hazards and congestion by way of the dedicated residential parking being forced to back out directly onto Stark Road / CSAH 10 rather than having room to turn around before entering the roadway and the conflict of having reversed ingress and egress (i.e., ingress on the west side and egress on the east side rather than the standard opposite) to the site which is counterintuitive. By denying the request for CUP for Drive-Through Business, the County finds that there will be adequate space for residential parking elsewhere on the property where it will not cause traffic hazards or congestion and ingress and egress can be accommodated in the standard fashion (i.e., ingress on the east side and egress on the west side).</i>
Factor #8	The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
Finding #8	<i>Of the suggested intrusions (noise, glare, and general unsightliness), the County finds that the most likely intrusion related to the proposed Drive-Through Business impacting nearby properties would be the proposed use of an intercom system for drive-through orders, which is an integral component to a Drive-Through Business. This finding is based on the physical inability of the proposed intercom system to meet the ordinance prescribed setbacks (see Finding #3). Despite the applicant being informed of the required setbacks throughout the review process, the applicant continued to propose the use of an intercom system through multiple variations of the application materials. The County finds no evidence to suggest that the proposed Accessory Residential Unit will have any adverse impacts to nearby properties.</i>
Additional Findings	<i>Finding that the application materials did not satisfactorily address or demonstrate compliance with all requirements of Chisago County Zoning Ordinance Section 7.22 Drive-In / Drive-Through Businesses, the Planning Commission instructed the applicant on June 1, 2023 to provide specific updated application materials for further review and consideration at its</i>

July 6, 2023 meeting. The Department of Environmental Services provided the applicant with a specific and detailed list of required materials through written correspondence dated June 6, 2023 and provided a deadline of June 26, 2023. The applicant failed to provide the required materials by the stated deadline.

On July 6, 2023, the Planning Commission tabled the request, at the applicant's request, in order to allow additional time to prepare and submit the required materials. The Department of Environmental Services provided written correspondence dated July 7, 2023 informing the applicant of the Planning Commission's July 6, 2023 action and again provided the specific and detailed list of required materials and provided a deadline of July 24, 2023. On July 25, 2023 the applicant provided an updated written narrative and updated site renderings; however, the applicant did not provide all required items which the Planning Commission deemed necessary to review the proposed Drive-Through Business thoroughly and adequately. Missing items included:

- In-place topography, existing conditions, removals, wetlands, Right-of-Way boundaries, and elevations*
- Engineered grading, drainage and erosion control plan*
- Site sediment control plan*
- Written confirmation that the Chisago County Highway Department has reviewed and approved the parking plan and surfacing material(s)*
- Parking lot marking plan showing all proposed signage and markings to control traffic entering and leaving the subject site*
- An illustrated landscaping plan*
- Wetland delineation*

Due to the applicant's failure to provide updated application materials as deemed necessary by and as instructed by the Planning Commission, the County finds that the application materials do not satisfactorily address or demonstrate compliance with all requirements of Chisago County Zoning Ordinance Section 7.22 Drive-In / Drive-Through Businesses.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby **DENIES** the request for Conditional Use Permit for Drive-Through Business.

BE IT FURTHER RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby **APPROVES** the request for Conditional Use Permit for Accessory Residential Unit, subject to the following conditions:

1. This Conditional Use Permit approves the proposed Accessory Residential Unit in the Second Story and denies the proposed Drive-Through Business. The Accessory Residential Unit and general site shall be developed and used in accordance with the application materials dated received July 25, 2023 and kept on file with the

Department of Environmental Services, except as specifically noted herein, and in accordance with the conditions contained herein. Any significant deviation or expansion, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.

2. There shall be only one Accessory Residential Unit allowed within the principal structure and it shall be located in the second story. Said residential unit shall be open and accessible throughout by all occupants and shall not be walled off or divided into two or more separate living spaces or addresses in the future.
3. The parking area labeled "Residential Parking" on the site renderings shall be eliminated due to its encroachment on the neighboring property and its impact on traffic safety (i.e., design requiring that vehicles back out directly onto Stark Road / CSAH 10). Dedicated residential parking shall be accommodated elsewhere on the subject site.
4. The permit holder shall accommodate all parking on-site and no resident parking shall be allowed on Stark Road / CSAH 10 or Cedarcrest Trail / CSAH 8.
5. Exterior lighting shall be downcast and shall be designed and installed so as to limit light visible from and limit interference with adjacent public Rights-of-Way.
6. Proposed sidewalk lights shown on the site renderings to be located adjacent to the southern property boundary shall be located entirely on the subject property and no portion of the lights shall be located within public Right-of-Way.
7. The Accessory Residential Unit shall not be occupied until such time that a Certificate of Occupancy has been issued. A Certificate of Occupancy will not be granted until such time that an approved septic system has been installed.
8. During construction of the principal structure and parking lot, the permit holder shall install silt fencing at the toe of the slope to prevent debris from entering the wetland.
9. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14. A building permit shall be obtained prior to installation of the free standing sign shown to be located in the southwest corner of the subject site.
10. The property and the uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
11. The property owner shall apply for and obtain a Construction Stormwater Permit from the Minnesota Pollution Control Agency (MPCA), if deemed necessary by the MPCA.
12. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
13. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use

Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.

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 designate an additional \$26,405 of available ARPA Funds to ARPA-ENVS- 0304, authorizing ESD/Parks staff to proceed with the quoted Structural Buildings Change Order of \$5,605 and Row Sewer Service, LLC Septic System Replacement project of \$20,800 at Ki-Chi-Saga Park. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Chair Montzka gave the gavel to Vice Chair Dunne.

On motion by Dahlberg, seconded by Montzka, the Board moved to approve payment for Sunrise Prairie Regional Trail Segment G Construction Project No. 13-SPT-23 Invoice/Pay Voucher #-6/20/2023 from Knife River. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Dahlberg, the Board moved to approve the transfer of \$15,748.00, from CIP projects ENVS-0115, ENVS-0118, ENVS-0119, and ENVS 0239 to the CIP ENVS-0241 Sunrise Prairie Regional Trail subgrade corrections and repair project and award Bluhm Construction to complete the repair project for a total of amount not to exceed \$40,500. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Vice Chair Dunne gave the gavel to Chair Montzka

On motion by Dunne, seconded by Greene, the Board moved to accept the August 9th Budget and Finance Report, approve using unallocated ARPA funding of \$21,000 to fund the necessary repairs/installation of a new septic system to replace the existing non-compliant system originally installed in 1992, approve using unallocated ARPA funding of \$5,605 to fund the change order for the for Ki-Chi Saga Park multi-purpose building, approve redirecting the remaining unused funds of \$15,748.00 to ENVS-0241 from the 2023 CIP projects, and approve using unused 2023 CIP funding of \$10,380 to fund purchasing LeaseQuery software to help facilitate the new GASB leasing standard that is in effect for reporting periods beginning in 2023. 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 increase in funding from the Recorder's Technology Fund for the CAMA/Tax software and authorize the County Assessor to proceed with the preparation of transferring the mobile assessor application contract. 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 Bethel Student Agreement 2023-2026. 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 Almelund Lions Club's resolution to conduct a raffle on October 7, 2023 at the Shafer Town Hall in Shafer, MN. 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 Swenson, seconded by Dahlberg, the Board moved to adjourn the meeting at 7:53 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
September 6, 2023**

TAB # 6

Recognition of Years with the County

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

EMPLOYEE	POSITION	YEARS WITH CHISAGO COUNTY
Dan N.	Corrections Officer	28
Melissa T.	Child Support Officer	26
Cliff S.	Division Sergeant	19
Renee W.	System Supp Specialist	16
Michael N	Database Network Spec	14
Todd M.	Fam & Supp Service Mgr	13
Toni S.	Records Clerk/Transcrip	7
Zachary K.	Correction Agent - Prob	6
Jennifer B.	Eligibility Worker	5
Andrew H.	Deputy Sheriff	5
Adam C.	Jail Sergeant	5
Jeffrey N.	Security Officer	5
Richard B.	Asst Jail Administrator	5
Dayna O.	Eligibility Worker	4
Nicole L.	Senior Social Worker	4
Samantha Z.	Social Worker	3
Camden D.	AIS Lvl 2 Lead Insp Decon	2
Micheal G.	Corrections Officer	2
Beth G.	Land Serv Coordinator	2
Ted A.	Sr. Deputy Assessor	1
Vince S.	Deputy Assessor	1

Chisago County Request For Board Action

Meeting Date: September 6, 2023	Item Number: 7		
Title of Item for Consideration: 2023 Budget Adjustment Request – Household Hazardous Waste Facility			
Action Requested by: Chase Burnham, County Administrator	Department: Administration		
Previous Action on this Matter: None.			
Background: North Branch Power & Light sold their power utility to East Central Energy. The water/sewer portion of the previously combined water/power bill, has now been split off and is now paid under the new account #14-392-6257 (sewer). Therefore, HHW is requesting that part of the budget also be spilt off of #14-392-6253 (electricity) and allocated to the new account number (#6257). The amount is approximately \$70 per month, so 5 months x \$70 (for 2023) = \$350 was not included in original budget. Attachment(s): 2023 Budget Adjustment Form – Household Hazardous Waste Facility			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the 2023 Budget Adjustment Request – 2023 Budget Adjustment Request – Household Hazardous Waste Facility. The suggested motion to approve this action is as follows: <i>“Move to approve the 2023 Budget Adjustment Request – 2023 Budget Adjustment Request – Household Hazardous Waste Facility.”</i>			
Implications of Action: Recommended Board action would allow the County to pay for the road construction contract. Budget/Financial Implications: Approximately \$350. Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.			
Administrator’s Recommendation			
Approve <u>CEB</u>	Deny _____	Other _____	
Motion By:	Seconded by:		
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Request for Board Action

Meeting Date: September 6, 2023	Item Number: 8
Title of Item for Consideration: Midamerica Administrative & Retirement Solutions HRA Resolution	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: None.	
Background: Chisago County has established and adopted the MidAmerica Administrative & Retirement Solutions Health Reimbursement Arrangement (the “Plan”) for the benefit of its eligible employees and their dependents for many years. Chisago County intends to continue to reduce its Retirees' medical expenses by providing reimbursement of such expenses, in a limited capacity and Chisago County anticipates that participation in the HRA will encourage prospective Retirees to retire earlier, as they will be better able to afford quality health care prior to the age at which they are Medicare eligible. Attachment(s): Midamerica Administrative & Retirement Solutions HRA Resolution and Adoption Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve Midamerica Administrative & Retirement Solutions HRA Resolution. The suggested motion is as follows: “Move to approve the Midamerica Administrative & Retirement Solutions HRA Resolution.”	
Implications of Action: Approving this resolution allows Chisago County to continue to participate in the Midamerica HRA agreement. Budget/Financial Implications: No Budget Implications. Legal/Policy Implications: This action is compliant with all Chisago County policies, as well as all Local, State, and Federal laws.	
Administrator’s Recommendation	
Approve <u>C EB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Information Form

Please complete this first page and the information provided will appear where applicable throughout the remaining documents. Not every space will be filled in, so please review the documents. If there is a space for you to complete, you may type directly in that area or click on the boxes that pertain to your plan.

Employer Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Employer Phone: _____

Employer Fax: _____

Tax ID Number: _____

Effective Date: _____

Plan Year End: _____

Employer Contact for Plan Document & Compliance Updates:

Contact Name & Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Employer Contact for Payroll (Contributions, Data Requirements and Billing)

Contact Name & Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Employer Contact for Protected Health Information (HRA & FSA Only)

Contact Name & Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Does Employer sponsor a FSA plan not administered by MidAmerica? _____
If yes, please provide FSA Plan Administrator Contact Information below.

FSA Administrator Name: _____

FSA Administrator Address: _____

FSA Administrator Phone: _____

FSA Administrator Contact: _____

**RESOLUTION TO AMEND AND RESTATE
THE MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS
HEALTH REIMBURSEMENT ARRANGEMENT**

WHEREAS, _____
(the “Employer”) has established and adopted the MidAmerica Administrative & Retirement Solutions Health Reimbursement Arrangement (the “Plan”) for the benefit of its eligible employees and their dependents;

WHEREAS, the section of the Plan entitled “Plan Amendments” reserves the right of the Employer to amend the Plan, at any time and in whole or in part, so long as participants are notified and any amendment does not adversely affect the rights of existing participants, and to make changes imposed by the Internal Revenue Service, without notice to participants;

WHEREAS, the Employer wishes to amend and restate the Plan; and

WHEREAS, a copy of the amended and restated Plan document has been attached;

NOW, THEREFORE, BE IT RESOLVED that the Plan is amended and restated by adopting all of the terms of the amended and restated Plan document attached, effective on _____.

This Resolution has been executed this _____ day of _____, 20_____.

Signature

Name and Title

Employer

Health Reimbursement Arrangement for Retirees

ADOPTION AGREEMENT

for

Employer Address: _____

Employer Telephone Number: _____

Employer Identification Number: _____

◆ ◆ ◆ ◆ ◆

The undersigned Employer, by executing this Adoption Agreement, hereby adopts and implements the Health Reimbursement Arrangement for Retirees (hereinafter referred to as the "Plan" or the "HRA") and agrees to abide by the terms of the Plan. With this Adoption Agreement, and by its authorized signature below, the Employer hereby makes the following designations.

Effective Date. The Plan's Original Effective Date is _____. The Plan's Restated Effective Date is _____. The Plan is available to Retirees of the Employer effective _____.

Plan Year. The Plan Year ends on _____.

Eligible Classes. The class or classes of Retirees covered by this Plan are: *(See attached Class Specifications.)*

Class RetA: _____ Class RetB: _____

Class RetC: _____ Class RetD: _____

Class RetE: _____ Class RetF: _____

Designation of Plan Administrator. The Employer hereby designates the following initial Plan Administrator: MidAmerica Administrative & Retirement Solutions, Inc.

Designation of Individuals to Have Access to Protected Health Information ("PHI"). The following Employees, classes of Employees, or other persons shall be given access to the PHI to be disclosed:

The Employer hereby agrees to the provisions of the Plan and has executed this Adoption Agreement on this _____ day of _____, 20_____.

Name of Employer: _____

Signature: _____

Print Name: _____

Title: _____

Employer CONTACT (print): _____

Title: _____

E-Mail: _____

Telephone: _____ Ext. _____

Fax: _____

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

Employer Representations

- The Employer intends to reduce its Retirees' medical expenses by providing reimbursement of such expenses, in a limited capacity. The Employer anticipates that participation in the HRA will encourage prospective Retirees to retire earlier, as they will be better able to afford quality health care prior to the age at which they are Medicare eligible.
- The Employer may allow Retirees to participate in both the HRA and the Special Pay Plan (403(b)).
- Retirees are not permitted to make any election or choice between cash, the HRA, and/or the Special Pay Plan, or any other tax deferred program.
- The Employer will base HRA allocations on its estimates of the costs required to provide a certain amount of medical reimbursements to its Retiree population as that population approaches Medicare age.
- The Employer has discretion in determining classes of Employees eligible to participate in the Retiree HRA. Once determined, Retirees in the class shall be treated uniformly and be provided a uniform allocation to the HRA. Such class shall remain in effect for the Employer's entire fiscal year for all affected Retirees in such year and for all future contributions to such class. Each year, the Employer may reevaluate allocations and classes for new Retirees only.
- The Employer may gather information from the Retiree to determine the appropriate allocation to the HRA, but individual Participants are not allowed to elect or to determine their allocation.
- The Employer will monitor all rehires to ensure that less than two employees are in the Retiree HRA Plan.
- The Employer acknowledges that it has received the Plan document for the HRA and agrees with all the terms therein.
- The Employer understands that whether a contribution to the HRA is non-elective for tax purposes is a facts and circumstances determination, and the Employer is responsible for whether the contribution is truly non-elective or not. The Employer understands that MidAmerica Administrative & Retirement Solutions, Inc. and its agents and employees are not tax or legal advisors. They may provide general information regarding the tax treatment of health reimbursement arrangements, but the Employer should consult with its own tax or legal advisors as to how tax and other rules may apply to its own facts and circumstances.
- The Employer will not provide any information or forms or enter into any contracts inconsistent with the preceding.

Effective Date _____ **Employer Initials** _____

Eligible Class RetA: _____**Defined as:** _____**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:

- ☐ Retiree ☐ Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☐ Dollar Amount ☐ Percentage of Compensation or Retirement Pay

Contribution Frequency

- ☐ One Time ☐ Annually ☐ Quarterly
☐ Semi-Annually ☐ Monthly ☐ Other

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- ☐ 100% Immediate
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement
☐ 100% upon Separation of Service
☐ Other _____
☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☐ Reduce future Employer contributions
☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.**Reimbursements** Reimbursements shall be for:

- ☐ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
☐ Limited Purpose _____
☐ Post Deductible
☐ Premium Only Medical Expenses

HRA/FSA Ordering

- ☐ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
☐ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are Not Applicable. Platform Fees (reimbursement eligible only) are paid by the Participant.**Manual Claim Fees:** A reimbursement processing fee of \$5.00 for each hard copy claim form submitted shall be paid by the Participant.**Reimbursement Eligibility** A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- ☐ Immediate
☐ Upon becoming 100% vested
☐ Upon Retirement or Separation of Service

Investment Selection**Investment Provider:** _____**Type of Investment:** ☐ Fixed annuity only☐ Variable annuities – Default _____ Forfeiture Default _____☐ Employer directed☐ Participant directed; restrictions are:

- ☐ None
☐ 100% vested
☐ At Retirement
☐ Account balance in excess of \$ _____
☐ Other _____
☐ Funds limited (see attachment)

Effective Date _____**Employer Initials** _____

Eligible Class RetB: _____**Defined as:** _____**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:

- ☐ Retiree ☐ Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☐ Dollar Amount ☐ Percentage of Compensation or Retirement Pay

Contribution Frequency

- ☐ One Time ☐ Annually ☐ Quarterly
☐ Semi-Annually ☐ Monthly ☐ Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- ☐ 100% Immediate
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement
☐ 100% upon Separation of Service
☐ Other _____
☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☐ Reduce future Employer contributions
☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- ☐ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
☐ Limited Purpose _____
☐ Post Deductible
☐ Premium Only Medical Expenses

HRA/FSA Ordering

- ☐ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
☐ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are Not Applicable. Platform Fees (reimbursement eligible only) are paid by the Participant.

Manual Claim Fees: A reimbursement processing fee of \$5.00 for each hard copy claim form submitted shall be paid by the Participant.

Reimbursement Eligibility

- ☐ Immediate
☐ Upon becoming 100% vested
☐ Upon Retirement or Separation of Service

Investment Selection**Investment Provider:** _____**Type of Investment:** ☐ Fixed annuity only

- ☐ Variable annuities – Default _____ Forfeiture Default _____
☐ Employer directed
☐ Participant directed; restrictions are:
☐ None
☐ 100% vested
☐ At Retirement
☐ Account balance in excess of \$ _____
☐ Other _____
☐ Funds limited (see attachment)

Effective Date _____ **Employer Initials** _____

Eligible Class RetC: _____**Defined as:** _____**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:

- ☐ Retiree ☐ Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☐ Dollar Amount ☐ Percentage of Compensation or Retirement Pay

Contribution Frequency

- ☐ One Time ☐ Annually ☐ Quarterly
☐ Semi-Annually ☐ Monthly ☐ Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- ☐ 100% Immediate
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement
☐ 100% upon Separation of Service
☐ Other _____
☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☐ Reduce future Employer contributions
☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.**Reimbursements** Reimbursements shall be for:

- ☐ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
☐ Limited Purpose _____
☐ Post Deductible
☐ Premium Only Medical Expenses

HRA/FSA Ordering

- ☐ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
☐ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are Not Applicable. Platform Fees (reimbursement eligible only) are paid by the Participant.**Manual Claim Fees:** A reimbursement processing fee of \$5.00 for each hard copy claim form submitted shall be paid by the Participant.**Reimbursement Eligibility** A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- ☐ Immediate
☐ Upon becoming 100% vested
☐ Upon Retirement or Separation of Service

Investment Selection**Investment Provider:** _____**Type of Investment:** ☐ Fixed annuity only☐ Variable annuities – Default _____ Forfeiture Default _____☐ Employer directed☐ Participant directed; restrictions are:

- ☐ None
☐ 100% vested
☐ At Retirement
☐ Account balance in excess of \$ _____
☐ Other _____
☐ Funds limited (see attachment)

Effective Date _____**Employer Initials** _____

Health Reimbursement Arrangement for Retirees

PLAN DOCUMENT

The Plan's Original Effective Date is _____. The Plan's Restated Effective Date is _____. The Plan is available to Employees of the Employer effective _____.



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Introduction

The Employer has established and adopted the MidAmerica Administrative & Retirement Solutions, Inc. Health Reimbursement Arrangement for Retirees (the "Plan") to enable eligible former employees and their dependents to be reimbursed tax-free for eligible medical and dental expenses. Contributions to the Plan shall be made by the Employer and credited to Participants' accounts. Claims for reimbursement shall be processed and reimbursements paid out on a tax-free basis for medical expenses in accordance with Internal Revenue Service Guidelines for Health Reimbursement Agreements, IRS Publication 502, Internal Revenue Code (the "Code") Sections 213(d), 105 and 106 as described in Revenue Ruling 2002-41 and IRS Notice 2002-45.

Legal Status

This Plan is intended to qualify as an employer-provided medical reimbursement plan under Code Sections 105 and 106 and regulations issued thereunder, as a health reimbursement arrangement as described in IRS Notice 2002-45 and Revenue Ruling 2002-41, and to comply with IRS Notice 2013-54 and shall be interpreted to accomplish those objectives. The expenses reimbursed under the Plan are intended to be eligible for exclusion from Participants' gross income under Code Section 105(b).

Notwithstanding anything to the contrary, the portion of the Plan that reimburses Highly Compensated Individuals, as defined in Code Section 105(h), for premiums paid under an insured plan shall be treated as a separate plan that is not subject to the requirements of Code Section 105(h), pursuant to Treasury Regulation Section 1.105-11(b)(2).

Participation

Eligible former employees of the class or classes set forth by the Employer in the Plan Adoption Agreement will be Participants in the Plan. Notwithstanding any election in the Plan Adoption Agreement to the contrary, eligible former employees of the class or classes set forth by the Employer in the Plan Adoption Agreement who are Highly Compensated Individuals, as defined in Code Section 105(h), and whose benefits exceed those of other Plan Participants, will be Participants only in that portion of the Plan that reimburses Participants for "premium only medical expenses," as described below. Under no circumstances are such individuals eligible for reimbursements of any medical and dental expenses other than premium expenses. For purpose of this section, a retiree who was a Highly Compensated Individual prior to his or her retirement from the Employer shall be treated as a Highly Compensated Individual thereafter and during retirement.

Participation Opt Out

At least once per Plan Year, Participants shall be entitled to permanently opt out of participation in the Plan. Any such opt out will result in the forfeiture of the Participant's account balance, including any vested funds, and the waiver of any future reimbursements from the Plan. The Participant may, however, continue to submit claims for reimbursement of expenses incurred prior to the opt out date, pursuant to the Run-Off Times section of the Plan Adoption Agreement. Any forfeited amount shall be applied as elected by the Employer in the Plan Adoption Agreement.

In the event that the Participant is reemployed as an active employee of the Employer and terminates employment with the Employer, the Participant shall be entitled to permanently opt out of participation in the Plan at the time of termination. In addition to the forfeiture of unvested funds as provided for in the Forfeiture section of the Plan Adoption Agreement, any such opt out will result in the forfeiture of any vested funds and the waiver of any future reimbursements from the Plan. The Participant may, however, continue to submit claims for reimbursement of expenses incurred prior to the opt out date, pursuant to the Run-Off Times section of the Plan Adoption Agreement. Any forfeited amount shall be applied as elected by the Employer in the Plan Adoption Agreement.

Benefits and Eligibility for Benefits

A Participant shall be entitled to reimbursements of eligible medical and dental expenses upon the occurrence of the event selected in the Plan Adoption Agreement, but in no event until after expenses exceeding the dollar amount of any flexible spending arrangement ("FSA") in which the Participant shall also participate have been paid, or, if the medical or dental expense is reimbursable from a health savings account ("HSA"), amounts shall only be available from this Plan in accordance with paragraph 9 of the Administration section herein.

If the Employer indicates in the Adoption Agreement that Reimbursements shall be for "all eligible section 213(d) medical expenses," eligible medical and dental expenses for purposes of this Plan are those expenses that are:

- a. incurred by the Participant, spouse or tax dependent (as defined in paragraph 9 of the "Administration" section);
- b. incurred for Medical Care - "Medical Care" shall have the same meaning as in section 213(d) of the Code, and shall include all amounts paid for the diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body, as interpreted from time to time through regulations and guidance released by the Internal Revenue Service and other applicable regulatory authorities. For purposes of the Plan, Medical Care may include premiums for medical and dental coverage, including premiums under part B and part D of title XVIII of the Social Security Act (relating to supplementary medical insurance for the aged and prescription drug coverage, respectively); and
- c. not compensated through insurance and not paid for with a tax-free distribution from a Medical Savings Account (MSA), Health Savings Account (HSA), or Health Flexible Spending Arrangement and not attributable to a deduction allowed under Code section 213(d) for any prior taxable year.

If the Employer indicates in the Adoption Agreement that reimbursements shall be for "premium only medical expenses," eligible medical and dental expenses for purposes of this Plan are those expenses that are:

- a. incurred by the Participant, spouse or tax dependent (as defined in paragraph 9 of the "Administration" section);
- b. premiums for medical and dental coverage, including premiums under part B and part D of title XVIII of the Social Security Act (relating to supplementary medical insurance for the aged and prescription drug coverage, respectively); and
- c. not paid for with a tax-free distribution from a Medical Savings Account (MSA) or Health Savings Account (HSA) and not attributable to a deduction allowed under Code section 213(d) for any prior taxable year.

Funding

All funds for the Plan shall come exclusively from the Employer and shall constitute either a specified dollar amount and/or a specific percentage of the former employees' compensation or retirement pay as the Employer shall from time to time determine. The amount or percentage to be determined by the Employer shall be subject to, and not in contravention of, the Employer's obligations to its former employees. Subject to any vesting schedule which may be elected in the Plan Adoption Agreement, all funds in the Plan belong to the individual Participants as allocated to their accounts. Also subject to any vesting schedule which may be elected in the Plan Adoption Agreement, once funds are allocated to the Plan, the Employer relinquishes all right, title, control, and interest to such funds.

Interest Credit

Interest shall be credited on a daily basis to Participant accounts based on the rate credited by the underlying AUL fixed annuity investment option. If variable annuity investments are allowed pursuant to the Adoption Agreement, earnings and losses shall be credited on a daily basis based on the investment funds selected.

Vesting

Funds in a Participant's account shall vest and be available to pay eligible medical expenses in accordance with the vesting schedule elected by the Employer in the Plan Adoption Agreement. If a Participant is not fully vested in his account balance when participation hereunder of the Participant and his surviving spouse and/or dependents ends as described in the section hereof entitled "Death Benefit," any forfeited amount shall be applied as elected by the Employer in the Plan Adoption Agreement.

Continuation Coverage

COBRA continuation coverage ("COBRA coverage"). COBRA coverage shall be available on the same terms and conditions as described herein with respect to Participants upon payment of the applicable COBRA premium. Each qualified beneficiary (i.e., the Participant's former spouse and former eligible dependents) shall be entitled to COBRA coverage for a period of 36 months upon the qualifying events of death of Participant, divorce from Participant, or a dependent reaching an age under which he/she is ineligible under the terms of the Plan. The level of coverage will be the Participant's account balance at the time of the qualifying event (adjusted for investment earnings and losses), plus Employer contributions, and minus reimbursements for claims paid from the account. Contributions shall be made at the same times as they are made for similarly situated Participants who have not experienced a qualifying event. The balance of the Participant's account shall be available to all qualified beneficiaries electing continuation coverage on an aggregate basis.

The COBRA premium shall be a single premium regardless of the number of qualified beneficiaries electing COBRA coverage. That premium shall be as determined annually by the Employer. The Employer shall have no obligation to pay any portion of the COBRA premium.

Coverage in lieu of COBRA. As an alternative to COBRA continuation coverage, qualified beneficiaries may choose to continue to access the Participant's account via coverage in lieu of COBRA. No additional contributions will be made to the Participant's account during the coverage in lieu of COBRA period and no premium will be charged for the coverage. Administrative fees as indicated herein will be applied. The balance of the Participant's account shall be available to all qualified beneficiaries electing coverage in lieu of COBRA on an aggregate basis. Furthermore, if some qualified beneficiaries elect COBRA and others select coverage in lieu of COBRA, all qualified beneficiaries will have access to the Participant's account on an aggregate basis.

Plan Investments

Plan investments will be made in accordance with the Employer's elections in the Plan Adoption Agreement, and will consist of investments in either fixed or variable annuities.

Plan Administrator

The Employer designates as the initial Plan Administrator the entity named in the Plan Adoption Agreement. The initial Plan Administrator shall serve as Plan Administrator until such time as a new Plan Administrator is appointed.

Administrative Fees

An administration fee shall be payable by the Employer. Participants may be charged a distribution fee by the Plan's administrative services provider in such amount as shall be agreed to by the Employer.

Administration

1. Health reimbursement requests may be made monthly with no minimum reimbursement dollar amount for recurring claims. There is a \$100 minimum claim amount for all other claims unless the participant account balance is less than \$100. Additionally, a reimbursement request can only be made for expenses incurred subsequent to the date the Participant first becomes enrolled in the Plan.
2. Participants are entitled to request reimbursements from their accounts as soon as the accounts are funded by the Employer, but only for medical expenses incurred subsequent to the date the Participant first becomes enrolled in the Plan. Hardship withdrawals or loans are not permitted under this Plan and Plan funds may only be used to reimburse Participants and their dependents for qualified medical expenses.
3. In order to receive reimbursement for eligible medical expenses, Participants shall provide the Plan Administrator with whatever information is reasonably required. This Plan shall not and cannot reimburse for any claims other than those allowed under Code Section 213(d) and the regulations thereunder, as generally described in IRS Publication 502.
4. When a request is approved it shall be scheduled for disbursement. Disbursements shall be made not later than the fifteenth (15th) day of each month for all reimbursement requests received by the Plan Administrator prior to the end of the preceding month.
5. Subject to the Claims Procedures rules below, decisions of the Plan Administrator shall be final on the issue of eligible expenditures and such decisions shall be based on Code Section 213(d) and the regulations thereunder, as interpreted by the IRS or court rulings or directives concerning the deductibility of medical expenses for Federal Income Tax purposes, which interpretations shall be controlling for purposes of determining reimbursement eligibility under this Plan.
6. Other than establishing this Plan and providing funding for the Plan, the Employer does not assume any responsibility for any aspect of any Participant's health care. Participant questions shall be directed to the Plan Administrator.
7. Each Participant shall be notified by the Plan Administrator of his or her account balance at the time a deposit is made to his or her account. The Plan Administrator shall provide each Participant with a quarterly statement setting forth the Participant's account balance and earnings and disbursements for the quarter. Additionally, the Plan Administrator shall provide a Participant with a statement of account balance in conjunction with each reimbursement distribution.
8. Funds in a Participant's account at the end of each year shall be rolled into the following year.
9. Reimbursement is available for the Participant, the Participant's spouse, the Participant's tax dependents as defined in Internal Revenue Code Section 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and any child (as defined in Code Section 152(f)(1)) of the Participant who as of the end of the taxable year has not attained age twenty-seven (27). For purposes of this Plan, such qualified tax dependents and children shall collectively be referred to as "dependents." Submission of a request for reimbursement on behalf of someone other than the Participant shall be deemed a representation by the Participant that the request for reimbursement is made on behalf of a spouse or dependent.

Death Benefit

If a Participant dies prior to exhausting his vested account balance, the Participant's surviving spouse and/or dependents are eligible to be reimbursed under this Plan for their eligible medical expenses until the vested account balance is exhausted. In the event of the death of the Participant, the Participant's spouse, and all of

the Participant's qualifying dependents, any funds remaining in the account shall be forfeited. Forfeitures shall be applied as elected by the Employer in the Plan Adoption Agreement.

Plan Amendments

The Employer has the authority to amend this Plan at any time, in whole or in part. Participants will be notified of any Plan changes. Any amendment to the Plan shall not adversely affect the rights of existing Participants. Changes imposed by the Internal Revenue Service, either by law change, regulations, or rulings, will be effective immediately and without notice.

Involuntary Access to Funds

Funds in a Participant's Plan account are not assignable by a Participant, either in law or in equity, or subject to estate tax, or to execution, levy, attachment, garnishment, or any other legal processes.

Plan Termination

In the event the Employer elects to terminate this Plan, which it may do, in its sole discretion, at any time and for any reason, amounts credited to Participants' accounts will remain in the Participants' accounts and Participants will continue to utilize their accounts as set forth in this Plan Document until their accounts are exhausted.

HIPAA Compliance

1. Disclosure of Summary Health Information to the Employer

In accordance with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") issued and pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Plan may disclose Summary Health Information to the Employer, if the Employer requests the Summary Health Information for the purpose of (a) obtaining premium bids from health plans for providing health insurance coverage under this Plan or (b) modifying, amending or terminating the Plan.

"Summary Health Information" may be individually identifiable health information and it summarizes the claims history, claims expenses or the type of claims experienced by individuals in the Plan, but it excludes all identifiers that must be removed for the information to be de-identified, except that it may contain geographic information to the extent that it is aggregated by five-digit zip code.

2. Disclosure of Protected Health Information ("PHI") to the Employer for Plan Administration Purposes

In order that the Employer may receive and use a Participant's individually identifiable health information or PHI (including electronic PHI) for "Plan Administration" purposes, the Employer agrees to:

- a. Not use or further disclose PHI other than as permitted or required by the Plan Documents or as Required by Law (as defined in the Privacy Standards);
- b. Ensure that any agents, including a subcontractor, to whom the Employer provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such PHI;
- c. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer, except pursuant to an authorization which meets the requirements of the Privacy Standards;

- d. Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Employer becomes aware, including any security incident or actual or suspected breach that may compromise PHI.;
- e. Make available PHI in accordance with Section 164.524 of the Privacy Standards (45 CFR 164.524);
- f. Make available PHI for amendment and incorporate any amendments to PHI in accordance with Section 164.526 of the Privacy Standards (45 CFR 164.526);
- g. Make available the information required to provide an accounting of disclosures in accordance with Section 164.528 of the Privacy Standards (45 CFR 164.528);
- h. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or any other officer or employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with Part 164, Subpart E, of the Privacy Standards (45 CFR 164.500 et seq);
- i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI;
- j. If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible; and
- k. Ensure that adequate separation between the Plan and the Employer, as required in Section 164.504(f)(2)(iii) of the Privacy Standards (45 CFR 164.504(f)(2)(iii)), is established as follows:
 - i. The employees, or classes of employees, or other persons under control of the Employer who are identified in the Plan Adoption Agreement, shall be given access to the PHI to be disclosed.
 - ii. The access to and use of PHI by the individuals described in subsection (i) above shall be restricted to the Plan Administration functions that the Employer performs for the Plan.
 - iii. In the event any of the individuals described in subsection (i) above do not comply with the provisions of the Plan Documents relating to use and disclosure of PHI, the Plan Administrator shall impose reasonable sanctions as necessary, in its discretion, to ensure that no further non-compliance occurs. Such sanctions shall be imposed progressively (for example, an oral warning, a written warning, time off without pay and termination), if appropriate, and shall be imposed so that they are commensurate with the severity of the violation.

"Plan Administration" activities are limited to activities that would meet the definition of payment or health care operations, but do not include functions to modify, amend or terminate the Plan or solicit bids from prospective issuers. "Plan Administration" functions include quality assurance, claims processing, auditing, monitoring and management of carve-out plans, such as vision and dental. It does not include any employment-related functions or functions in connection with any other benefit or benefit plans.

3. Disclosure of Certain Enrollment Information to the Employer

Pursuant to Section 164.504(f)(1)(iii) of the Privacy Standards (45 CFR 164.504(f)(1)(iii)), the Plan may disclose to the Employer information on whether an individual is participating in the Plan or is enrolled in or has disenrolled from a health insurance issuer or health maintenance organization offered by the Plan to the Employer.

4. Disclosure of PHI to Obtain Stop-loss or Excess Loss Coverage

The Employer hereby authorizes and directs the Plan, through the Plan Administrator or its third party administrator, to disclose PHI to stop-loss carriers, excess loss carriers or managing general underwriters (MGUs) as directed by the Employer for underwriting and other purposes in order to obtain and maintain stop-loss or excess loss coverage related to benefit claims under the Plan, provided that genetic information will not be used for underwriting purposes. Such disclosures shall be made in accordance with the Privacy Standards. The Employer certifies that such disclosures are for Plan administration purposes and that any third party to whom the Employer directs disclosure from the Plan has agreed to also comply with this amendment, as set out in Section 2.b.

5. Other Disclosures and Uses of PHI

With respect to all other uses and disclosures of PHI, the Plan shall comply with the Privacy Standards.

Claims Procedure

A Participant, spouse or dependent (the "Claimant") shall apply for Plan benefits in writing on a form provided by the Plan Administrator, or in such other manner as prescribed by the Plan Administrator. A communication regarding benefits that is not made in accordance with these procedures will not be treated as a claim under these procedures. Claims shall be evaluated by the Plan Administrator or such other person or entity designated by the Plan Administrator and shall be approved or denied in accordance with the terms of the Plan and Plan Adoption Agreement. All references to the Plan Administrator shall include any such delegate. No Claimant shall be entitled to benefits unless the Plan Administrator or its delegate determines in its discretion that the Claimant is entitled to benefits.

1. Claims

The Plan Administrator shall make a determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may be extended one time by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information and the period for making the benefit determination shall be tolled from the date on which the notice of extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information, or the deadline to submit the additional information, if earlier.

2. Notice of Denial

If the claim is denied in whole or in part, the Claimant will receive a written notice that includes:

- a. The specific reason or reasons for the denial;

- b. Reference to the specific Plan provision(s) on which the denial is based;
- c. A description of any additional material or information needed from the Claimant in connection with the claim and the reason such material or information is needed;
- d. An explanation of the claims review procedures and the applicable time limits, including a statement concerning the Claimant's right to bring a civil action following an adverse determination on review;
- e. A statement regarding any internal rule, guideline, protocol or other criterion that was relied upon in making the adverse determination (or a statement that a copy will be provided free upon request);
- f. If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment that led to this determination (or a statement that a copy will be provided free upon request);
- g. Any other information required by law.

3. Right to Request Review: Internal Appeal

The Claimant must make a written request for review to the Plan Administrator within 180 days of the initial denial of the claim. If a written request for review is not made within such 180- day period, the Claimant shall forfeit his or her right to review. The Claimant's written request for review may (but is not required to) include issues, comments, documents, and other records the Claimant wants considered in the review. All the information the Claimant submits will be taken into account on review, even if it was not reviewed as part of the initial decision. The appeal will be conducted by a person different from the person who made the initial decision. No deference will be given to the initial decision. The Claimant may ask to examine or receive free copies of Plan documents, records, and other information relevant to the claim by asking the Plan Administrator.

The Claimant will be given the identity of medical or vocational experts if requested, whose advice was obtained by the Plan in connection with the Claimant's initial claim denial, if any, even if their advice was not relied upon in making the initial decision. Where an adverse determination is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug or other item is experimental, investigational, or not medically necessary or appropriate, the Plan will consult with a health care professional who has experience in the field of medicine involved in the medical judgment to decide the Claimant's appeal. The Plan Administrator reserves the right to delegate its authority to make decisions.

4. Decision Upon Review: Internal Appeal

The Plan Administrator shall make a determination within a reasonable period of time, but not later than 60 days after receipt by the Plan of the Claimant's request for review of adverse determination.

5. Notice of Denial of Internal Appeal

If the decision on the appeal is denied, the Claimant will receive a written notice that includes:

- a. The specific reason or reasons for the denial;
- b. Reference to the specific Plan provisions on which the denial is based;

- c. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's claim for benefits;
 - d. A statement explaining any voluntary appeal procedures offered by the Plan and the Claimant's right to bring a civil action;
 - e. A statement regarding any internal rule, guideline, protocol or other criterion that was relied upon in making the adverse determination (or a statement that a copy will be provided free upon request);
 - f. If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment that led to this determination (or a statement that a copy will be provided free upon request);
 - g. Any other information required by law.
6. External Appeal Process

Where required by law, a Claimant may be able to file an external appeal with an independent review organization. The independent review organization may overturn the Plan's decision, and the independent review organization's decision will be binding on the Plan. A Claimant must file a claim for external review within four (4) months of the date the Claimant receives the internal appeal denial notice. Filing a request for external review will not affect a Claimant's ability to bring a legal claim in court. When a Claimant files a request for external review, the Claimant will be required to authorize release of any medical records that may be required to be reviewed for the purpose of reaching a decision on the external review. Additional information on the external review process, where applicable, will be included in the internal appeal determination notice, or the Claimant may contact the Plan Administrator to request such additional information.

IN WITNESS WHEREOF, this Plan has been executed this ____ day of _____, 20 __, by **MidAmerica Administrative & Retirement Solutions, Inc.**

**MIDAMERICA ADMINISTRATIVE &
RETIREMENT SOLUTIONS, INC.**

By: _____

Its: SVP Business Development

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

Chisago County Request For Board Action

Meeting Date: September 6, 2023	Item Number: 9
Title of Item for Consideration: Acceptance of Donation – Fire Suppressant Devices	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy 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 MN Grand Lodge of Mason's is donating Fire Suppressant devices to the Chisago County Sheriff's Deputies that support the Rush City area. These devices sell on the open market for around \$900 each. The Minnesota Grand Lodge of Masons are donating \$600, the Minnesota Masonic Charities is donating \$600, and the local Masonic Lodges (Jasper Lodge in Rush City) is donating the balance of \$600. Attachment(s): - Resolution - Fire Suppressant Device Information	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution accepting the donation to the Chisago County Sheriff's Office from the Minnesota Grand Lodge of Masons for 2 fire suppressant devices. The suggested motion to approve is: <i>“Move to approve the resolution accepting the donation for the Chisago County Sheriff's Office from the Minnesota Grand Lodge of Masons for 2 fire suppressant devices.”</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>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO: 23/0906-X 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:

- Minnesota Grand Lodge of Masons \$600.00 for Fire Suppressant Devices
- Minnesota Masonic Charities \$600.00 for Fire Suppressant Devices
- Masonic Lodges (Jasper Lodge in Rush City) \$600.00 for Fire Suppressant Devices

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

IN FAVOR THEREOF:

OPPOSED:

Approved: September 6, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

FIRE Suppression Solutions **FST**

The Fire Safety Solution You Need

FIRE Suppression Solutions FST Key Features:

- 15 Year maintenance free with a 15 Year battery guarantee
- Reliable activation mechanism / electronic ignition and control
- Extraordinary knock down as well as fast suppression abilities
- SNAP listed by EPA (Aerosol A, SFE)
- Environmentally friendly (ODP 0%, GWP 0%)
- Non-toxic and Non-corrosive
- Emits no fire or sparks
- Operational to 55° below Zero (F)



The FIRE Suppression Solutions Fire Suppression Tool (FST), is a highly effective suppression tool with its simple ***pull the pins, and throw it in*** activation and deployment can be used by not just first responders such as: Fire Fighters, Police Officers, other First Responders and Military Personnel, but can be used by ***any person*** that discovers a fire.

The FST is non-pressurized and is deployed manually by pulling the 2 pins which will initiate an electronic ignition system.

Approximately 8 seconds after activation an aerosol mist is generated, which expands volumetrically, flooding the space (up to 5300 cubic feet) for approximately 35 seconds interrupting the bond between the heat and oxygen molecules thus suppressing the flames.

The FST is an environmentally friendly, SFE Powdered Aerosol technology, listed on the EPA Halon Alternatives SNAP list (Powdered Aerosol A) designed for total flood fire suppression applications.

The FST is a highly effective suppression tool, suppressing fire still contained within a structure, can reduce temperatures significantly (up to 1000 degrees within 35 seconds), prevent flash-over and back-draft with out removing oxygen.

FIRE Suppression Solutions FST Specifications

Dimensions: (H) 9.15" (W) 12.15" (D) 4.5" • Weight: 11.24 lbs (complete unit) / 6.4 lbs (compound)

Coverage: 5300 cubic feet • Discharge Duration: 35 seconds • Activation Method: Manual/Electronic

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RUBBER
PLASTIC



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GREASES
GASES



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FST - GreenPort Portable Fire Suppression Tool

Manufactured By:

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Ten Reasons To Purchase The **FIRE** Suppression Solutions **FST** *Today*



The design of the FIRE Suppression Solutions FST allows virtually ANYONE to safely deploy this tool.



Unlike other suppression options the FIRE Suppression Solutions FST does not deplete oxygen when deployed, keeping the atmosphere safe for people and animals.



The FIRE Suppression Solutions FST aerosol is non-conductive and non-corrosive which can greatly reduce damage to sensitive equipment and also reduce down time.



With a 15 year shelf life the FIRE Suppression Solutions FST provides unmatched fire suppression for as little as 18 cents a day.



Universal application options! The FIRE Suppression Solutions FST protects homes, vacation property/cabins, farms, commercial/office buildings, hospitals, boats, dorm rooms, museums, restaurants, among others.



A FIRE Suppression Solutions FST can significantly reduce loss due to the need for less or in some cases no water.



Partner with a defibrillator and first aid kit, a FIRE Suppression Solutions FST completes a safety readiness station in high traffic public spaces such as offices, schools, convention centers, government buildings, and transportation centers.



Deploying a FIRE Suppression Solutions FST is safer than handheld extinguishers because users do not have to stay in the vicinity of the fire or remain exposed to smoke and carcinogens after "pulling the pins and throwing it in."



The FIRE Suppression Solutions FST's immediate impact can earn you valuable time against fire damage and spread until first responders arrive, slowing/resetting the clock.



Deployment of the FIRE Suppression Solutions FST before the introduction of water can greatly reduce or even eliminate water damage not just to the fire area but to all levels below the fire area as well.

**For more information contact the dealer listed on the front,
or contact Fire Suppression Solutions LLC**

262-777-8700 • info@firess.us • www.firess.us

Use of a fire suppression system does not replace activation of 9-1-1 • 9-1-1 should be activated as soon as fire is detected

Chisago County Request for Board Action

Meeting Date: September 6, 2023	Item Number: 10
Title of Item for Consideration: Application for Exempt Gambling Permit – Knights of Columbus	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: The current application is from the Knights of Columbus to conduct a raffle on January 4, 2024 at the St. Joseph’s Church in Taylors Falls, MN. The Knights of Columbus is a non-profit organization. Attachments: - Application for an Exempt Gambling Permit – Knights of Columbus - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Knights of Columbus for a resolution to conduct a raffle on January 4, 2024 at St. Joseph’s Church in Taylors Falls, MN. The recommended motion is as follows: “Move to approve the Knights of Columbus for a resolution to conduct a raffle on January 4, 2024 at St. Joseph’s Church in Taylors Falls, MN.”	
Implications of Action: Approving tonight’s action would allow the Knights of Columbus 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 <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO: 23/0906-X

APPROVING THE SUBMISSION OF AN APPLICATION FOR EXEMPT GAMBLING PERMIT FOR THE KNIGHTS OF COLUMBUS

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 for an exempt gambling permit for the Knights of Columbus to conduct a raffle on January 4, 2024 at the St. Joseph Church in Taylors Falls, MN, located at 490 Bench St., MN 55084.

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

IN FAVOR THEREOF:

OPPOSED:

Approved: September 6, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: September 6, 2023	Item Number: 11
Title of Item for Consideration: Temporary Strong Beer License Request – Almelund Lion's Club	
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 1-4 Day On-Sale Strong Beer License for the Almelund Lion's Club for a private event. They are recommended by the Sheriff's office and Attorney's office for approval. The following are County businesses/organizations are requesting approval; 1. Almelund Lion's Club – 10/7/23 Attachment(s): License Application for Temporary Strong Beer 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 On-Sale Strong Beer License for the Almelund Lion's Club for a private event on 10/7/23. The suggested motion is as follows: <i>“Move to approve the License Application for 1 Day On-Sale Strong Beer License for the Almelund Lion's Club for a private event on 10/7/23.”</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 <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Request for Board Action

Meeting Date: September 6, 2023	Item Number: 12
Title of Item for Consideration: ARPA – Broadband Grant – Franconia Township	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: The County Board of Commissioners postponed a discussion about the Franconia Township grant until the September 6 th Board of Commissioners meeting.	
Background: The Chisago County Board of Commissioners have allocated \$2,000,000 of their total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) funds for the expansion of high-speed broadband within Chisago County at the March 1st, 2023 Board of Commissioners Meeting. The American Relief Plan Act requires that eligible broadband projects must provide service upon completion that meet or exceeds 100 Mbps symmetrical service. Eligible projects are also required to participate in federal low-income subsidy programs upon completion and are encouraged to provide at least one low-cost option for service. Projects must be “substantially complete”, and funds must be expended by December 31, 2026. The term broadband typically means the home or business is served by high-speed Internet access that is always available to the user and is faster than dial-up technology. This service can be delivered by these technologies: Satellite, wireless techniques, fiber, a cable modem, digital subscriber line (DSL) or overpowered lines (BPL). The Franconia Township is requesting \$200,000 in County ARPA Broadband Grant funding. The total cost of the Franconia Township project is \$462,869. When completed, this project will provide fiber broadband service to 153 customers. Attachment(s): • Franconia Township ARPA Broadband Grant Application (exhibits provided at meeting)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Chisago County ARPA Broadband Grant application for the Franconia Township at the amount requested, \$200,000. The following motion is suggested as follows: “Move to approve the ARPA Broadband grant application request from Franconia Township for \$200,000 .”	
Implications of Action: If the grant application is approved the County will be assisting Hometown Internet in providing Broadband access to 153 sites in Chisago County (Franconia Township). Budget/Financial Implications: \$200,000 of Chisago County ARPA Broadband Grant funds. There is no budget or levy impact. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and	

federal regulations and County policies & procedures.			
<i>Administrator's Recommendation</i>			
Approve <u>CEB</u>	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____



Chisago County ARPA Broadband Grant Program

Background/Purpose/Goal

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

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

Who is eligible?

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

What areas are eligible?

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

What projects are eligible?

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

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

What do the project's cost?

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



Chisago County

ARPA Broadband Grant Program

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

Deadline

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

Contact

651-213-8877

chase.burnham@chisagocountymn.gov

Bridgitte Konrad, Chisago County Auditor-Treasurer 651-213-8509

bridgitte.konrad@chisagocountymnm.gov

Kristin Waddell, Chisago County Chief Deputy Auditor-Treasurer 651-213-8501

kristin.waddell@chisagocountycountymn.gov





Chisago County ARPA Broadband Grant Program

APPLICATION

Application must be completed in full to be considered

APPLICANT: Franconia Township
Address: PO Box 175, 25156 St Croix Trail Shafer MN 55074
Primary Contact Person: Owen Kuhnly
Primary Contact Email: mercmx@hotmail.com
Primary Contact Title: Franconia Township Chairman
Secondary Contact Person: Karen Anderson
Secondary Contact Title: Treasurer
Secondary Contact E-Mail: kanderson@franconiamn.com
Federal Tax Identification Number: _____

ARPA Broadband Grant Program Funds:

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

See exhibit 1 attached: Broadband Consultant Report for Chisago County for Franconia Township.

HomeTown Internet will target the area in Purple and Red as a priority.

In the likely event that due to geography, topography, or excessive cost and the above reference speeds are not attainable, HomeTown Internet will provide free service, testing and installation of the best available upload and download speeds to each homeowner and business.



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

Funding Request:

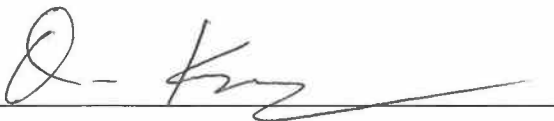
The Township of Franconia requests \$200,000 from Chisago County to partner with HomeTown Internet, LLC (HTI). HTI will contribute and provide a Ceragon Network, with 3 years, servicing, and maintenance. Labor, Installation, Customer Premises Equipment to approximately 153 customers, including HTI development cost and community involvement in the first year totaling \$462,869 for direct project costs. Franconia Township contributes \$100,000 for Customer Premise Equipment paid in arrears of installation; this can be paid on a quarterly basis.

Construction - Labor Middle Mile	\$	10,000
Construction - Material	\$	2,150
Community Involvement	\$	20,000
Electronics	\$	70,342
Customer Premise Installation - Labor	\$	80,000
Customer Premise - Equipment	\$	113,315
Professional Services and Engineering	\$	24,000
Installation and Testing	\$	35,000
Project Planning	\$	28,036
Project Development Fee and Overhead	\$	80,000
Total Ceragon & HomeTown Franconia Township Cost	\$	462,869

Installation of Project Franconia Township will begin 90 days after County Funds are received.

ACKNOWLEDGEMENT:

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



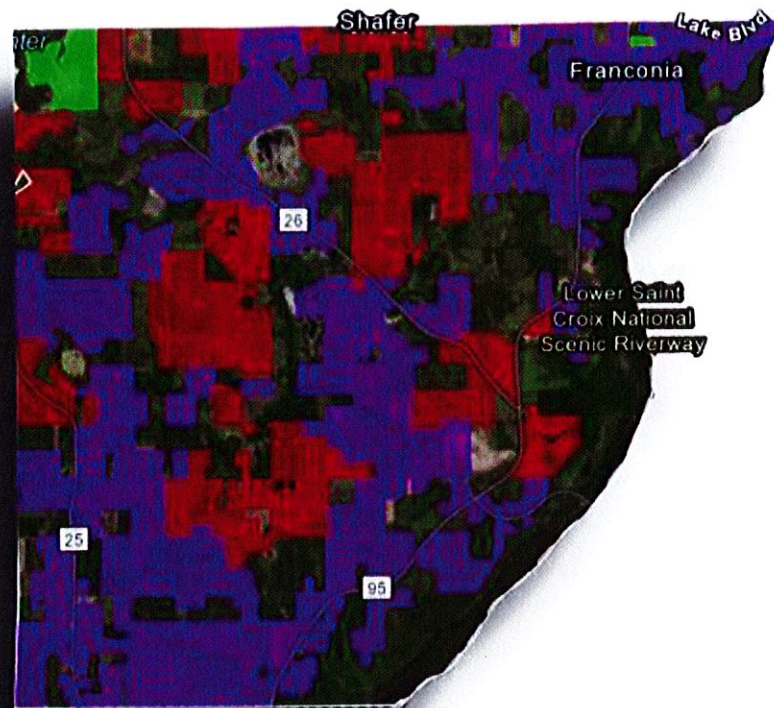
Applicant Contact Person

7-27-2023

Signature Date



Franconia Township Internet Service



Map Color	Score	Description	Properties
Purple	Worst	Failing to meet demand	526
Red	Bad	Struggling to meet demand	247
Yellow	Good	Meeting demand for at least 5 years	4
Orange	Better	Meeting demand for at least 10 years	0
Green	Best	Meeting demand for 20+ years	5

You are viewing Brad Hedrick's screen Original Size Exit Full Screen Request remote control

Home

Windstream CSA

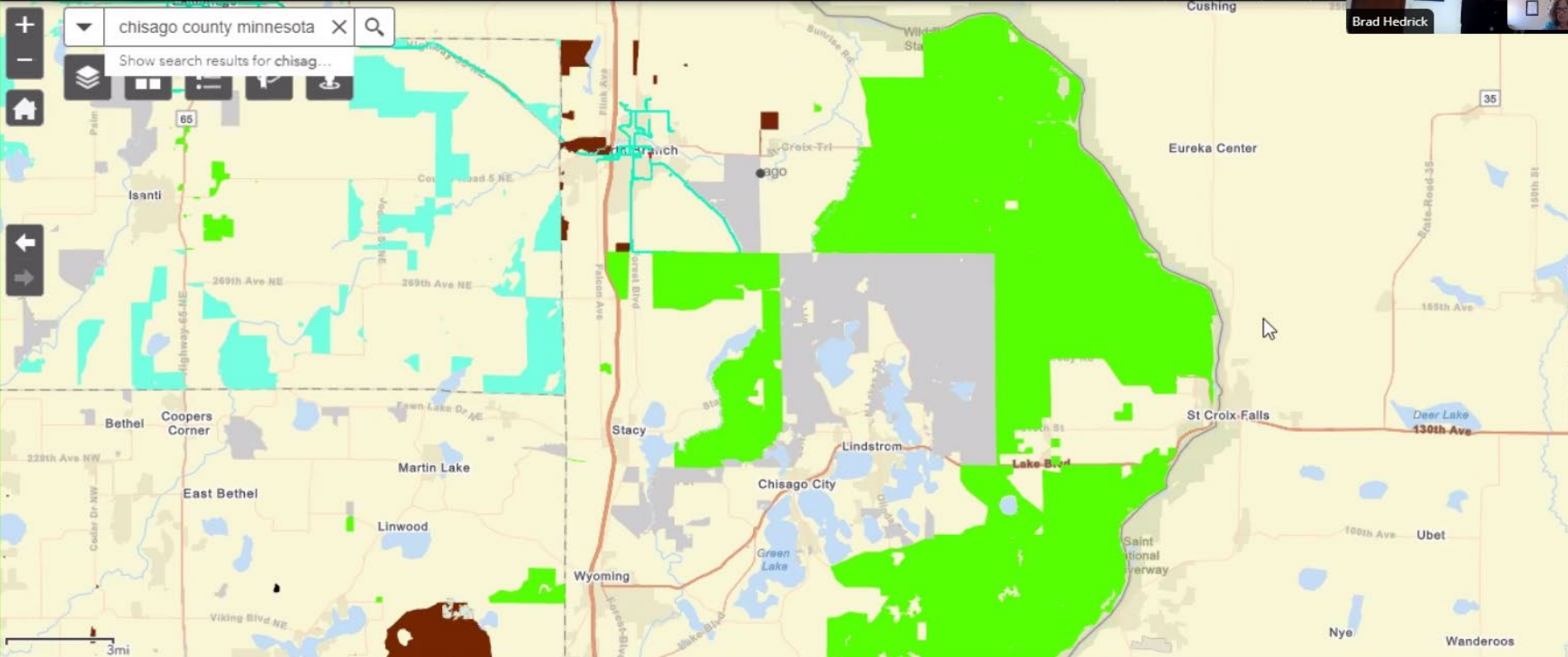
maps.windstream.com/Windstream_CSA/

Apps Customer Search F... Home Consumer Fiber Re... Patient Portal Login... QBO: Quick Base O... ManagerScorecard... CSMB Analytics Por...

Windstream CSA GIS Portal

chisago county minnesota

Show search results for chisag...



Mute

Stop Video

Invite

Participants 3

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r events?

Chisago County Request for Board Action

Meeting Date: September 6, 2023	Item Number: 13
Title of Item for Consideration: Chisago County Policy for Ensuring the Security of Not Public Data	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: None.	
Background: Minnesota Statutes § 13.05, subd. 5, requires that government entities create procedures “ensuring that data that are not public are only accessible to persons whose work assignment reasonably requires access to the data.” This requires government entities to create procedures to identify which employees have access to not public data and develop a policy incorporating these procedures. By incorporating a column “Employee Work Access” into Chisago County’s Inventory of NOT Public Data on Individuals we document Security Group(s) whose work assignment reasonably requires access. Attachment(s): - Chisago County Policy for Ensuring the Security of Not Public Data 2023 Chisago County Data Inventory (<i>available with Clerk of the Board</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve Chisago County Policy for Ensuring the Security of Not Public Data. The suggested motion is as follows: “Move to approve the Chisago County Policy for Ensuring the Security of Not Public Data.”	
Implications of Action: Approving this Policy satisfies the requirement in Minnesota Statutes § 13.05, subd. 5, to establish procedures ensuring appropriate access to not public data. Budget/Financial Implications: No Budget Implications. Legal/Policy Implications: This action is compliant with all Chisago County policies, as well as all Local, State, and Federal laws.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

CHISAGO COUNTY

POLICY FOR ENSURING THE SECURITY OF NOT PUBLIC DATA

I. PURPOSE

Minnesota Statutes § 13.05, subd. 5, requires that government entities create procedures “ensuring that data that are not public are only accessible to persons whose work assignment reasonably requires access to the data.” This requires government entities to create procedures to identify which employees have access to not public data and develop a policy incorporating these procedures. By incorporating a column “Employee Work Access” into Chisago County’s Inventory of NOT Public Data on Individuals we document Security Group(s) whose work assignment reasonably requires access.

II. POLICY

It is the policy of Chisago County to collect, create, store, maintain, and disseminate government data in accordance with the Minnesota Government Data Practices Act.

Classification of government data

Data Category	Classification	Meaning of Classification
Data on Individuals	Public	Available to anyone for any reason
Data Not on Individuals	Public	
Data on Individuals	Private	Available to: • Data subject • Those whose work requires access • Entities authorized by law • Those authorized by data subject
Data Not on Individuals	Nonpublic	
Data on Individuals	Confidential	Available to: • Those whose work requires access • Entities authorized by law
Data Not on Individuals	Protected Nonpublic	
		Not available to data subject

A. DATA INVENTORY

1. Under the requirement in Minnesota Statutes § 13.025, subd. 1, Chisago County has prepared a Data Inventory which identifies and describes all not public data on individuals maintained by Chisago County. To comply with the requirement in Minnesota Statutes § 13.05, subd. 5, Chisago County has also modified its Data Inventory to represent what Security Groups have access to not public data.
2. In the event of a temporary duty as assigned by a manager or supervisor, an employee may access certain not public data, for as long as the work is assigned to the employee.
3. The Data Inventory identifies the name, title and address of the Responsible Authority for Chisago County and describes private or confidential data on individuals maintained by Chisago County (see Minnesota Statutes § 13.05 and Minnesota Rules 1205.1200).
4. In addition to the Security Groups listed in the Data Inventory, the Responsible Authority (RA), Data Practices Compliance Official (DPCO), Elected Officials and/or Department Specific Responsible Authorities will also have access to all Department specific not public data and will be restricted to a need-to-know basis only.
5. County employees and elected officials shall comply with this **Policy for Ensuring the Security of NOT Public Data** when performing County-related activities.
6. The Data Inventory is maintained by the County's Responsible Authority. Periodic updates to this inventory are made by the Responsible Authority in accordance with current regulations and after review by the County Attorney's Office.

B. DATA SHARING WITH AUTHORIZED ENTITIES OR INDIVIDUALS

State or federal law may authorize the sharing of not public data in specific circumstances. Not public data may be shared with another entity if a federal or state law allows or mandates it. Individuals will have notice of any sharing in applicable Tennessee warnings (*see* Minnesota Statutes § 13.04), or Chisago County will obtain the individual's informed consent, as required by Minnesota Statutes. Any sharing of not public data will be strictly limited to the data necessary or required to comply with the applicable law.

**C. ENSURING THAT NOT PUBLIC DATA ARE NOT ACCESSED
WITHOUT A WORK ASSIGNMENT**

Within Chisago County, departments may assign tasks by employee or by job classification. If a department maintains not public data that all employees within its department do not have a work assignment allowing access to the data, the department will ensure that the not public data are secure, and available only to those who have a need to access for work purposes. This policy also applies to departments that share workspaces with other departments within Chisago County where not public data are maintained. This policy shall also apply to persons and entities conducting activity with access to not public data pursuant to agreement with Chisago County.

1. Actions for Ensuring Appropriate Access Include:
 - a. Assigning appropriate security roles, limiting access to appropriate shared network drives, and implementing security controls for not public electronic data.
 - b. Password protecting employee computers and locking computers before leaving workstations.
 - c. Securing not public data within locked workspaces and in locked file cabinets.
 - d. Shredding not public documents in a way that prevents its contents from being determined before disposing of them.
 - e. Utilizing proper encryption of electronic data as it passes through non-secure transport paths or storage.

D. ANNUAL AUDIT

Within Chisago County, departments must perform annual audits to verify and confirm compliance with access to not public data that is maintained by their department.

1. This audit shall include, but is not limited to:
 - a. Verification and/or review of employee job classification.
 - b. Verification and/or review of employees assigned to each job classification.
 - c. Cross-checking of access to not public data against employee job classification.

E. PENALTIES FOR UNLAWFULLY ACCESSING NOT PUBLIC DATA

Chisago County will utilize the penalties for unlawful access to not public data as provided for in Minnesota Statutes, section 13.09, if necessary. Penalties include suspension, dismissal, or referring the matter to the appropriate prosecutorial authority who may pursue a criminal misdemeanor charge.

III. **DEFINITIONS**

Definitions of terms relating to data practices are set forth in the “Glossary of Terms” section of the Chisago County Data Practices Procedural Guidelines and those detailed below.

Data Inventory: Chisago County’s Inventory of NOT Public Data on Individuals.

Departments: Any Department or Office at Chisago County.

Security Groups: Any Department, Division and/or Employee at Chisago County.

IV. **AUTHORITY**

Governing Laws

Minnesota Government Data Practices Act

Requirements for collecting, creating, receiving, maintaining, or disseminating government data are found in Minnesota Statutes § Chapter 13 (the Minnesota Government Data Practices Act), and Minnesota Rules Chapter 1205 (the Rules). The Rules apply to data on individuals only.

Data Practices Procedures

Authority for establishing and maintaining data practices policies and procedures falls under various citations: Minnesota Statutes § 13.03, subd. 2; Minnesota Statutes § 13.05, subd. 1, subd. 5 and subd. 8; Minnesota Rules 1205.0300, subpart 3; Minnesota Rules 1205.0400, subpart 3; Minnesota Rules 1205.0500, subpart 3; Minnesota Rules 1205.0600, subpart 3; Minnesota Rules 1205.0700, subpart 3, and Minnesota Rules 1205.0900.

Official Records

Minnesota Statutes § 15.17, subd. 1 requires all officers and agencies of counties, cities and towns to make and keep all records necessary for a full and accurate knowledge of their official activities.

Destruction of Records

The destruction of public records is governed by Minnesota Statutes § 138.163 et seq. No disposal of public records may be made except in the manner prescribed by that chapter.

Health Care Records

The management of health-related information is governed by two regulations. The federal Health Insurance Portability and Accountability Act (HIPAA) (45 CFR Parts 160 & 164) is designed to ensure health insurance portability, reduce health care fraud and abuse, enforce standards for interchange of electronic health information, and guarantee security and privacy of protected health information. The Minnesota Medical Records Act (MMRA) (Minnesota Statutes § 144.335 and Minnesota Statutes § 144.651) addresses access to health care records, patients' rights, and confidentiality of medical records.

Other Authorities:

Other requirements for classifying and managing government data may be found in other State and Federal statutes, relating to the various activities of the County.

V. PROCEDURAL GUIDELINES

Guidelines for complying with the laws and rules pertaining to government data are contained in the Chisago County Data Practices Procedural Guidelines.

This Policy has been implemented to satisfy the requirement in Minnesota Statutes § 13.05, subd. 5, to establish procedures ensuring appropriate access to not public data.

Any questions regarding this policy should be referred to the Chisago County Data Practices Compliance Official (DPCO):

Chase Burnham

Chase.Burnham@chisagocountymn.gov

Phone: 651-213-8830

Fax: 651-213-8876

313 N Main St, Room 174

Center City, MN 55012

Chisago County Request for Board Action

Meeting Date: September 6 th , 2023	Item Number: 14
Title of Item for Consideration: Engineering Design Services Contract – CSAH 30	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires assistance to complete the design for the CSAH 30 project between CSAH 17 and TH 95 in Lent Township and City of North Branch. The County has enlisted WSB, who is already under contract with the City of North Branch to construct a multi-use trail along the east side of the highway. This will make coordinating activities easier. Attachment(s): Professional Services Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with WSB for CSAH 30 design assistance. The following motion is suggested: <i>“Move to approve the agreement with WSB for CSAH 30 design assistance.”</i>	
Implications of Action: Approval will allow the County to design the highway improvements for project delivery. Budget/Financial Implications: Funding will come out of 03-320-6273 account. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve <u>C EB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

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

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

WHEREAS, County is in need professional and technical services for the design of road improvements to CSAH 30 from CSAH 17 to Trunk Highway 95.

WHEREAS, the CONTRACTOR has provided the County with a proposal and cost estimate, incorporated herein and hereinafter referred to as “**Attachment A**”, in which it made representations to the County that it is qualified, duly licensed and willing to perform the services set forth in this Contract,

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This Contract shall be effective on September 7, 2023 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until December 31, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County’s authorized representative.
- II. **CONTRACT TERMS AND CONDITIONS AND RESPONSIBILITIES.** The terms and conditions of this contract shall consist of the provisions of this Contract and those provisions set forth in **Attachment A**. To the extent that provisions of **Attachment A** may be inconsistent or conflict with those contained in this Contract shall prevail.
 - A. **CONTRACTOR’s Duties.** CONTRACTOR shall perform those tasks described in the Contract and **Attachment A**.
 - B. **County’s Duties.** County shall perform those responsibilities required of the County as set forth in the Contract and **Attachment A**.
- III. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Four Hundred Fifteen Thousand, Eight Hundred Thirty-Four and No/100 Dollars (**\$415,834.00**) pursuant to **Attachment A**.
 - B. **Terms of Payment.** CONTRACTOR will invoice the County for services provided at the hourly rate for each employee. Payment shall be made by County promptly after the CONTRACTOR’S presentation of invoices for services performed and acceptance of such

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

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

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

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

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

Name: Nicholas E. Hentges, PE, Project Manager
Company: WSB
Address: 701 Xenia Avenue S., Suite 300, Minneapolis, MN 55416
Telephone: Need Telephone Number
E-Mail: nhentges@wsbeng.com

V. **CANCELLATION AND TERMINATION.**

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

assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

- VI. **ASSIGNMENT AND ASSUMPTION.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. In the event of assignment, CONTRACTOR shall remain responsible for the performance of all tasks until released through an assumption agreement executed by the County, the CONTRACTOR and CONTRACTOR's assignee.
- VII. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.
- VIII. **INSURANCE.**
- A. *Workers' Compensation.* CONTRACTOR certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The CONTRACTOR's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
- B. *General Liability Insurance.* CONTRACTOR is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by the CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by the CONTRACTOR under the contract. Insurance minimum limits are as follows:
- \$500,000 per claim; \$1,500,000 per occurrence; \$3,000,000 annual aggregate
- C. *Professional Liability Insurance. (Errors and Omissions)* CONTRACTOR shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this contract. Said policies covering the errors and omissions of the professionals working under this contract shall remain in effect for six (6) year following the completion of the work.

D. *Certificates of Insurance.* CONTRACTOR shall name County as an additional insured on the above insurance coverages and CONTRACTOR shall provide the County with a certificate of insurances naming the County as an additional insured on the above coverages and amounts prior to commencing work under this Agreement.

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

X. **MINNESOTA STATUTE §181.59.**

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

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

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

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

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

A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others

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

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

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

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

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

- XV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment will be reduced to an assignment agreement between the County, the CONTRACTOR and assignee in which the assignee agrees to be bound by this Contract and the provisions set forth in **Attachment A**. In the event that the County agrees to Contractor's subcontracting of its performance obligations of the Contract, CONTRACTOR will remain responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425, notwithstanding any term and condition of respective subcontract
- XVIII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

(Signatures found on page 7)

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

APPROVED:

1. CONTRACTOR - WSB

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

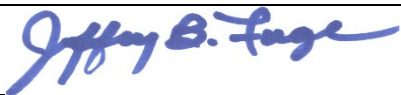
AUTHORIZED AND APPROVED:

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

CERTIFIED:

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

REVIEWED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: August 29, 2023



July 31, 2023

Mr. Joe Triplett, PE
County Engineer / Director of Public Works
Chisago County Highway Department
31325 Oasis Road
Center City, MN 55012

Re: CSAH 30 Improvements from CSAH 17 to Trunk Highway 95
Proposal for Preliminary and Final Design Services

Dear Mr. Triplett:

WSB is pleased to provide this project understanding and scope of services to Chisago County for corridor improvements to CSAH 30 between CSAH 17 and Trunk Highway 95 (TH 95). The project will include County State Aid funding, local funding, and Safe Routes to School funding for the new trail along the east side of CSAH 30. The project is scheduled for construction in 2025. The following pages contain WSB's scope to perform the preliminary and final design services for improvements to CSAH 30 from CSAH 17 to TH 95. WSB is pleased to submit the following project understanding and scope of services.

PROJECT UNDERSTANDING / BACKGROUND

Chisago County is proposing a pavement replacement project along CSAH 30 from CSAH 17 to TH 95 in the City of North Branch, approximately 4.0 miles in length. The corridor improvements for CSAH 30 will include the following:

- Pavement replacement from CSAH 17 to 377th Street
- Intersection improvements
 - Northbound left and right turn lane additions at 360th Street
 - Northbound left turn lane addition at 362nd Street
 - Northbound right turn lane and southbound bypass lane additions at 364th Street
 - Southbound left and right turn lane additions at 372nd Street
 - Northbound and southbound left turn lane addition, and realignment of the west leg, at 375th Street
 - Northbound right turn lane and southbound left turn lane addition at 376th Street
 - Roundabout addition at 377th Street
- Reconstruction and widening from 377th Street to Oak Street
 - Potential three-lane roadway with right turn lanes at certain intersections and a continuous two-way left turn lane
- Mill and overlay from Oak Street to TH 95

This project will also include the addition of a rectangular rapid flashing beacon (RRFB) system for a new pedestrian crossing across CSAH 30 at either 381st Street or Glacier Drive. The project may also include the replacement of the culverts located on County Ditch #5 and #7, on the west side of CSAH 30 under the Sunrise Prairie Regional Trail. Replacement needs will be determined via a hydraulic assessment of each culvert. This assessment will be performed by WSB. Due to the numerous intersecting roadways along the project length, it is not expected that CSAH 30 can

be fully closed during construction. However, closing a single direction of CSAH 30 may be the best solution for construction staging. WSB will work closely with the County and the City to utilize a construction staging option that maximizes construction efficiency while reducing public inconvenience.

WSB will analyze the drainage hydraulics along the corridor, including the culverts on the county ditches, and use current design standards to make the necessary drainage and water quality improvements as required for permitting. Wetland mitigation and agency coordination with the DNR, MPCA, and USACE is anticipated. WSB's environmental scientists will delineate the wetlands and lead the permitting process for the project.

It is not anticipated that right-of-way or easement acquisition will be needed for this project. This will be verified by WSB and the County at the 30% design stage.

PROJECT APPROACH / SCOPE OF SERVICES

WSB's project scope and proposed work plan are based on our understanding of the project as documented above. To complete the project, we propose the following scope of services:

Task 1 – Project Management

Nicholas Hentges will be the Project Manager and is a firm believer in continuous, effective, and timely communication. He will work closely with the Chisago County Project Manager (PM) to ensure the project continues forward on or ahead of schedule. In addition to the monthly invoices and progress reports, Nic will conduct bi-weekly phone calls, virtual meetings, or email correspondence with Joe, Ben, and other county staff as appropriate.

Nicholas will be utilizing a Project Management Plan (PMP) throughout the project. This document will ensure that WSB and Chisago County are always on the same page and will keep the Project Management Team (PMT) on track as it will include an issues log, decision list, and schedule and budget summary. If desired by the County, Nicholas will prepare and maintain a P6 schedule, which can be shared at any point during the preliminary and final design. Nicholas will share the PMP at each PMT meeting. The PMP will be included in each agenda and all meeting minutes. PMT meetings are expected to take place monthly. PMT meetings will be held virtually. Upon request WSB will meet with the county in person at the county offices to hold PMT meetings.

- PMT Meetings: 8 (Monthly - virtual)

Task 2 – Public and Agency Involvement

This project will require coordination with local agencies and the public to ensure that all stakeholders have a voice in the development of the project. The public and agency involvement task includes:

Public Information Meeting: One open house meeting is anticipated for the project. The meeting will be used to present information on existing problems on the corridor and issues the reconstruction and reconditioning project will address. The meeting will showcase the final geometric layout. It is anticipated that the open house will be held following completion of the final project layout / 30% design stage. Feedback from this meeting is expected to help identify potential changes to certain aspects of the design as the project moves towards final construction documents.

WSB will prepare and distribute the meeting notices for the open house. The notices will include general information regarding the proposed improvements, as well as the date, time, and location of the meeting. WSB will be responsible for preparing sign-in sheets, comment cards, and meeting materials (boards, layouts, maps, etc.). WSB will summarize comments received from the meeting and provide responses to those comments. WSB will assist the County to secure a meeting site, if requested.

Agency Coordination: Agency coordination will be completed through PMT meetings and meetings with approval agencies including the Minnesota DNR, United States Army Corps. of Engineers, MPCA, and MnDOT State Aid. WSB will engage with these agencies early in the process in a collaborative manner to ensure their concerns are understood and addressed prior to the design moving too far ahead. WSB will continue communication throughout the project to ensure the project remains on an efficient track. WSB will prepare agendas and meeting minutes for each meeting. It is assumed WSB will attend and lead the following number of meetings:

- Public Open House: 1
- Agency Coordination Meetings: 4

Task 3 – Private Utility Coordination

WSB will perform the private utility coordination and relocation efforts for the project. WSB will begin the process by conducting a Gopher State One Call for design and use this information to update mapping of existing utilities. WSB will be responsible for collecting a survey of the marked utilities and will incorporate them into the project mapping and construction documents. WSB will also conduct the utility coordination and relocation meetings with the affected utilities. When final relocation plans have been received from the utility companies, WSB will assist the County in coordinating their relocations. Up to two utility meetings will be held with utility companies. The initial meeting will be a large group meeting and the second meeting will be individual meetings. Nic has found that individual utility design meetings are more productive than a large group utility design meeting.

Task 4 – Surveying

WSB will complete all the survey and mapping required for the project. The surveying and mapping will be completed in Chisago County coordinates. The WSB survey team will survey the corridor with a robotic total station, the horizontal control will be Chisago County NAD83-2011 Adjustment and the vertical adjustment will be NGVD 88 unless otherwise specified by the County. There will be enough control points throughout the project site to be used for the topographic and construction survey. The survey information (point data) will be collected at a minimum, every 50 feet along the corridor and survey grade breaks, above ground features, marked utilities, and any other features that will be important during the design. This survey will conform with the minimum standard detail requirements for ALTA/NSPS land survey title surveys, Table A, Options 2, 4, 5, 8, and 11. The survey team will process this data and create the existing conditions base map. The basis of this map will be the data collected in the field, all line work, features, utilities, contour, and tin data will be shown.

Task 5 – Geotechnical Investigation

WSB will perform subsurface soil borings, classify, and analyze the soil samples, obtain groundwater depth measurements, and prepare a geotechnical report. This information will be used to aid the design of pavement and potential BMP locations, if applicable.

WSB will review available information such as geological atlases, aerial photographs, and site plans to aid in boring location selection. Prior to finalizing the bore hole locations, NWSB will present our boring plan to the county for concurrence. This discussion will identify any additional areas which may need exploration.

WSB will evaluate potential stormwater BMP locations, if applicable. One boring will be completed in each potential BMP location (6 maximum) to a depth of about 14 ½ feet. Fourteen standard penetration borings will be taken to a depth of 10 feet along the roadway improvements (both in roadway and adjacent for widening). Two of the 14 borings will be taken between 377th Street and Oak Street in the potential widening areas. Four of the 14 borings will be taken around the intersection of CSAH 30 and 377th Street for the roundabout construction. Eight of the 14 borings will be taken between CSAH 17 and 377th Street in the locations where there will be widening for turn lanes. WSB will facilitate the necessary traffic control measures to allow drilling and coring operations. Soil samples will be collected and returned to our office for laboratory testing including moisture content and #200 wash. Boring logs will be completed including soil classification, N-values, groundwater levels. Samples at potential BMP bottom depths will be taken for laboratory testing. One proctor and permeability test will be performed at each BMP location.

WSB will complete a geotechnical report that will summarize the procedures, test results, and include recommendations regarding the design of the subgrade, pavement, and BMP designs.

Task 6 – Wetland Delineation / Mitigation

WSB will complete all wetland delineations for this project. Delineations will be completed in compliance with the USACE delineation guidance and applicable Regional Supplement and will include collection of soils, hydrology, and vegetation data. Boundaries of wetland will be flagged in the field with pink pin flags and locations will be surveyed using handheld GPS units (sub-foot accuracy). Other aquatic resources, such as rivers and wet ditches, will also be identified. Data from the delineation will be compiled into a wetland delineation report and submitted to the regulatory agencies for review and approval. Prior to agency submittal, the report will be submitted to the County for review. Approved boundaries will be provided to the County and incorporated into the design to determine impacts for mitigation and permitting (Task 12).

Task 7 – Traffic Studies and Report

WSB will complete an Intersection Control Evaluation (ICE) Report for the proposed roundabout at the intersection of CSAH 30 and 377th Street. The preparation of the ICE report will include data collection, forecasting, safety, evaluation of traffic control and geometry alternatives, and recommendations. Turning movement counts will be collected for 13 hours (6:00 a.m. to 7:00 p.m.) at the intersection for warrant evaluation and to identify a.m. and p.m. peak hour volumes. The peak hour turning movements will be used in traffic modeling and analysis using Synchro and HCS software for existing and proposed conditions. The ICE Report will be submitted for review and approval by the County, City and MnDOT State Aid.

Task 8 – Preliminary Design / Layout

WSB will develop a preliminary design layout of the project that will be used to develop the alignment, profile, and drainage improvements that will be part of the project. The preliminary layout, once finalized and agreed upon, will be used as the basis for final detailed design. The layout development will focus on avoiding environmental critical features, upgrading the roadway

to, or maintaining State Aid standards, replacing aging drainage infrastructure, incorporating wetland and floodplain constraints, and minimizing property acquisitions. The development of the layout will include coordination with the County on the proper location of the new CSAH 30 pedestrian crossing at Glacier Drive or at 381st Street. It will also include coordination with the County regarding whether the roadway typical section, north of 377th Street, is to be a three-lane roadway with a continuous two-way left turn lane. We expect there to be up to three iterations of the preliminary layout prior to final acceptance by the County and City. The layout will include geometry, profiles, typical sections, construction limits, property impacts, preliminary drainage improvements, potential BMP locations, wetland impacts, and driveway connections. Following agreement on the preliminary layout, WSB will prepare a construction staging layout for review by and coordination with the County. The finalization of the project layout will act as the 30% project submittal.

Task 9 – Final Design

Once the project layout / 30% design stage is complete, WSB will begin work on the final plans, specifications, and estimates, herein referred to as the construction documents. WSB will utilize MicroStation and Geopak software to complete the detailed final design and prepare the construction documents. WSB will formally submit to the County the 60%, 90%, and 100% construction documents. In addition to formal submittals to the County, the 90% and 100% construction documents will be submitted to MnDOT State Aid for review and approval. WSB will also coordinate with the City of North Branch regarding the inclusion of the CSAH 30 trail plans and special provisions into the CSAH 30 construction documents. Preparation of the CSAH 30 trail plans and special provisions is not included in our scope and fee for the CSAH 30 corridor improvements.

Final design will be in accordance with MnDOT State Aid and Chisago County standards, guidelines, and requirements. As final plans are developed, WSB will submit construction plans for agency review at the intervals stated above. After each review, comments will be incorporated into the subsequent plan sets and listed in a comment resolution table. The comment resolution table will include the commenting agency, the agency comment, how the comment was addressed and who addressed the comment. Final design milestones will include the following:

- **30%:** Preliminary layout is finalized. Basic design elements included in the preliminary layout are stated above in Task 7. The pavement design will also be completed at the 30% design stage.
- **60%:** Major plan elements are provided including construction limits, profiles, cross sections, alignments, typical sections, drainage elements, geometrics, utilities, miscellaneous details, construction staging/traffic control, RRFB system, roundabout lighting, preliminary major quantities, signing, striping, and draft special provisions.
- **90%:** Included at this stage is the plan set showing all final elements of the project including quantities for all items, special provisions, State Aid checklists, drainage design report, pavement design report, laboratory services request form, quality management process form, utility relocation certificate, and any other elements that allow for a thorough review and approval by all agencies.

Prior to the milestone submittals mentioned above, the submittal package will go through WSB's formal QA/QC process to ensure accuracy and consistency. The WSB quality process uses the MnDOT 30%, 60%, and 90% plan review checklists as the basis for review.

Cost estimates will be prepared using Chisago County's cost participation policy. Costs will be separated by State Aid eligible and non-eligible items. If certain segments of CSAH 30 are classified as reconditioning and reconstruction, then the associated costs will be split out in the cost estimates as such. All cost estimates will be submitted to Chisago County for review. As the design progresses the estimates will become more detailed.

WSB will provide 30%, 60%, 90%, and 100% drainage design for the replacement of all applicable driveway and centerline culverts along the project corridor. The 30% items will be included in the final project layout. The subsequent stages will be included in the plan sets. WSB will utilize Goliath Hydro0Vac Inc. to perform the cleaning and televising of all centerline culverts, except for those that are fully buried. WSB will use the information resulting from this process to evaluate the potential actions needed for the centerline culverts. WSB will share this information with the County. The PMT will then determine which culverts are to be replaced, reconditioned / lined, or to remain. Our drainage team will coordinate with our roadway designers to determine special ditch grades where applicable. If the proposed impervious exceeds one acre, we will determine BMP locations to meet MPCA NPDES requirements. The project contains two county judicial ditches. Both ditches contain large culverts that convey the ditches under the Sunrise Prairie Regional Trail. WSB water resources staff will complete hydraulic assessments for each of these culverts. WSB will share the results of the assessments with the County and the PMT will determine the need for replacement of these two culverts. The design of these culverts and inclusion in the construction documents has been included in this scope and our fee estimate. If the results of the assessments indicate that there is no need to replace the two culverts, then the culvert design budget will not be used.

The final construction documents submittal will include the final plan, final special provisions and proposal, final cost estimate with any cost share breakdowns, staking files and an advertisement for bid. A 100% signed plan set and proposal concludes the development of final design. The construction plans will include the following, at a minimum:

- Title Sheet
- General Layout
- Statement of Estimated Quantities
- Quantity Tabulations
- Earthwork Tabulations
- Construction Notes and Standard Plates
- Typical Sections
- Miscellaneous Details
- Standard Plans
- Existing Topography & Utility Plan
- Miscellaneous Removal Plan
- Construction Staging and Traffic Control
- Alignment Plans and Tabulations
- Intersection and Driveway Details
- Construction Plans and Profiles
- Drainage Plans, Profiles, and Tabulations
- SWPPP
- Turf Establishment Plans & Erosion Control
- Signing Plans & Striping Plans
- Cross Sections every 50 feet

Task 10 – Cost Estimates

WSB will develop cost estimates and funding splits during each phase of plan development. The funding splits will include the general splitting of costs based on projects elements that are and are not eligible for State Aid funding. Items not eligible for State Aid funding will be split into a local funding column, if applicable. The cost estimates will go through WSB's quality control process prior to each agency submittal. The WSB team will identify appropriate unit costs and suggest potential high-price items that have the chance of being modified to reduce some of the bidding risk.

Task 11 – Specifications / Bidding Documents

WSB will prepare a project specifications package (Project Manual) that will include all materials that the County will use in bidding including the County's bid proposal form and special provisions. The Project Manual will include the full set of project specifications and County standard contract and bidding information. WSB will prepare the advertisement for bid using the County's template.

WSB will coordinate the placement of the advertisement in the appropriate legal paper. Chisago County will serve as the bidding agent. And WSB will assist with Contractor questions throughout the bidding process.

Task 12 – Permits

WSB will prepare and submit all applicable permits for this project. WSB will coordinate with the permitting agencies as early as practical during the design process to keep the agencies informed of the project details and to make the approval process as efficient as possible. Permits anticipated for this project include: USACE, DNR, WCA, and MPCA. For wetland impacts, WSB will determine if the use of the BWSR Road Replacement Program is feasible. If not, WSB will identify an available wetland bank from which to obtain mitigation credits.

FEMA mapped Zone A floodplain is present along portions of the project corridor. A No Rise analysis will be completed to document that the project will not cause an increase in the flood elevation.

Involvement by the USACE means that the project will also need to maintain compliance with Section 106 (Cultural and Historic Resources) and Section 7 (Endangered Species). We will coordinate early with the USACE on the potential need for an archeological survey. **If an archeological survey is required by the USACE, we can provide an additional scope to complete that work. Performing an archeological survey is not included in this proposal.** We will also review the potential for threatened and endangered species along the corridor, but do not anticipate that any rare features will be impacted by the project.

COUNTY RESPONSIBILTIES – GENERAL

Chisago County will be responsible for the following:

- Reviewing project deliverables
- Participating in meetings
- Providing comments on the preliminary and final layouts and construction documents
- Providing existing right-of-way along the corridor
- Providing record plans
- Providing GPR information for CSAH 30
- Paying for permits
- Paying for bid advertisement
- Participating in the public open houses

SCHEDULE

The following schedule is proposed for the preliminary and final design services. WSB will begin work in September 2023 and work to get an approved layout completed by the end of November 2023. Final design plans will be completed by September 2024 for submittal to MnDOT State Aid and the County for final review and approval in September 2024. Bidding will take place in October 2024 in preparation of construction in the spring of 2025. It is expected that any private utility relocations would take place in the fall of 2024 and early in the spring of 2025.

Design Schedule

Project Team Kickoff Meeting	August 2023
GSOC and Utility Markings	August – September 2023
Topographic Survey	September 2023
Wetland Delineations and Report	September – October 2023
Permitting	January – June 2024
Geotechnical Investigation and Report	October – December 2023
Preliminary Layout and 30% Design	October – November 2023
Agency Review of Preliminary Layout and 30% Design	December 2023
60% Plans and Specifications	January – February 2024
Agency Review of 60% Plans and Specifications	March 2024
90% Plans and Specifications	April – May 2024
Agency Review of 90% Plans and Specifications	June 2024
100% Plans and Specifications	July – August 2024
Agency Review of 100% Plans and Specifications	September 2024
Advertising	October 2024
Bid Opening	November 2024
Begin Construction	Spring 2025

FEE SCHEDULE

The fees for the scope of services defined in this proposal will be billed hourly with an anticipated total not-to-exceed cost of **\$415,834.00**. See the attached Exhibit A for the fee schedule.

If you have any questions on the above scope and attached fee schedule, please feel free to contact me. Thank you for providing WSB the opportunity to deliver this project.

Sincerely,
WSB

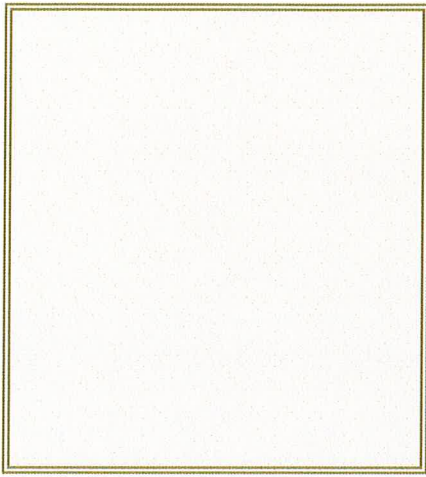
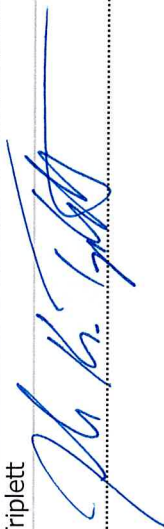


Nicholas Hentges, PE
Project Manager

Chisago County Request For Board Action

Meeting Date: September 6, 2023	Item Number: 15		
Title of Item for Consideration: Out of State Travel Request – Snow & Ice National Snow Rodeo Conference in Loveland, CO			
Action Requested by: Joe Triplett, P.E.	Department: Chisago County Public Works		
Previous Action on this Matter: None			
Background: It is requested that Highway Operator Mitch Anderson be authorized to attend the 2023 Snow & Ice National Snow Rodeo Conference in Loveland, CO. Mitch is one of our snowplow operators and won a place to compete in the snowplow “rodeo” at the national level at this conference. He will be representing Minnesota and Chisago County. The conference covers the registration fees, airfare and all but one of the hotel nights. The conference runs from 9/27 to 9/29. Attachments: - Out-of-State Travel Request Form - Conference Program			
Action Requested/Recommended: The County Board is respectfully requested to approve the Out-of-State Travel request to attend 2023 Snow & Ice Conference in Loveland, Colorado September 27-29th. The following motion is suggested: <i>“Move to approve the out of state travel request to attend 2023 Snow & Ice Conference in Loveland, Colorado.”</i>			
Implications of Action: Board approval at tonight’s meeting will provide opportunity for Mr. Anderson to attend the conference and compete in the snowplow rodeo. Budget/Financial Implications: 03-330-6273 Legal/Policy Implications: The proposed activities are in compliance with all applicable County policies and procedures.			
Administrator’s Recommendation			
Approve <u>CEB</u>	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	8/31/2023	
Employee Name	Mitch Anderson	
Department	Public Works	
Destination	Loveland Colorado	
Purpose of Travel	43 rd Annual Snow and Ice Conference and National Snow Rodeo	
Departure Date	8/26/2023	
Return Date	8/30/2023	
Total Travel Expenses		\$250.00
Supervisor Name (PRINT)	Joe Triplett	
Supervisor's Signature		Date Approved
County Board Signature		Date Approved
		8/31/23

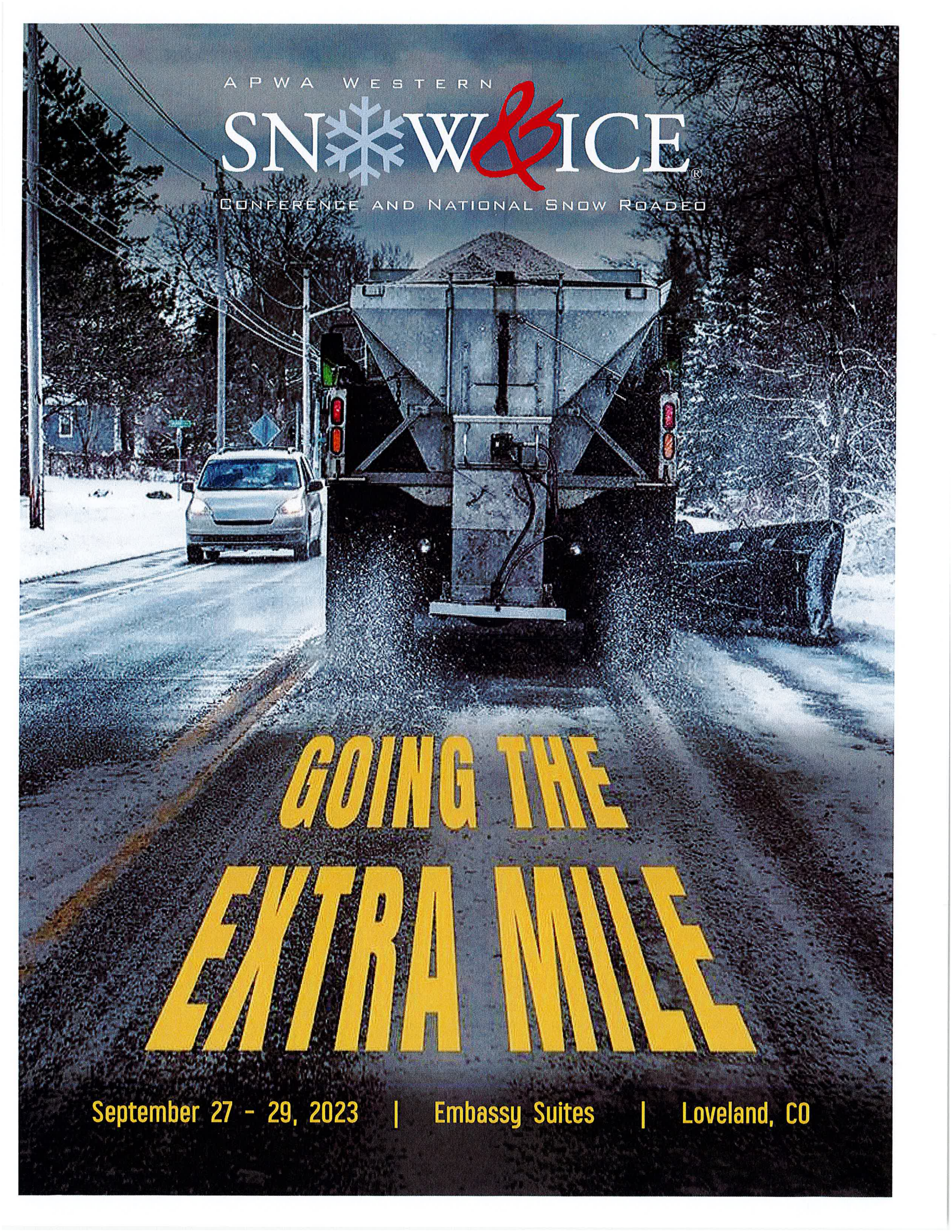
Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				\$0.00
Ground Transportation			1	\$0.00
Conference/Registration Fees			1	\$0.00
Lodging		\$150.00	1	\$150.00
Meals		\$100.00	1	\$100.00
Mileage			1	\$0.00
Grand Total				\$250.00

APWA WESTERN

SNOW & ICE[®]

CONFERENCE AND NATIONAL SNOW ROADEO

A photograph of a snowplow clearing a road in winter. The plow is in the center, pushing snow to the right. A silver car is following behind it on the left. The road is wet and reflective. The background shows snow-covered trees and a clear sky.

***GOING THE
EXTRA MILE***

September 27 - 29, 2023 | Embassy Suites | Loveland, CO

LETTER FROM THE CHAIRMAN

Dear Snowfighting Professionals,

We look forward to seeing you at the 2023 Western Snow and Ice Conference and National Snow Rodeo! It is my humble honor to serve as the 2023 conference chair. The organizing committee and I proudly invite you to attend the 43rd Annual Conference being held September 27th through September 29th at the Embassy Suites Hotel and Conference Center in the beautiful city of Loveland, Colorado. This conference serves as an opportunity for professional growth for operators and supervisors, and underscores the conference mission of advancing the development of Operators, Supervisors, and Managers involved in snow operations.

The theme of this year's conference is **"Going the Extra Mile."** This theme recognizes the dedication of all snowfighters, which is to do what it takes to get the job done. Our goal with this conference is to enhance your knowledge of techniques, methods, and equipment to continue your great work and professionalism.



The 2022 conference in Loveland was an overwhelming success thanks to all the snow removal and ice control professionals from across the country. While the 2021 conference proved how much people wanted to get together after the pandemic lockdown, we more than exceeded our expectations in 2022. After having 1,100 attendees in 2021, we topped 1,300 attendees in 2022. We hope you are planning to attend this year!

The organizing committee continues to strive to deliver to you a great experience. We have a great variety of topics and subjects for this year's conference with speakers from across the United States and Canada. You will see vendors showing the latest technology available for snow removal and ice control, plus one of the best equipment displays you will see at a regional conference. Our highlights include a great keynote from Denver Broncos Ring-of-Farmer Karl Mecklenburg, and closing session with long-time Public Works professional Keith Reester reviewing his trek of the entire Colorado Trail (on foot) last summer.

One of the greatest benefits of this event is the opportunity to reconnect with colleagues and meet vendors who stand ready to meet agencies' needs. Do not miss out this year on the creative spark; the opportunity to network with colleagues and to think about planning for the upcoming winter season. There is no better place to experience and communicate with other Snow Operators, Supervisors, and Managers to acquire new ideas for your snow operations.

Whether this is your first Snow and Ice Conference, or you have attended previously, we are confident that you will leave the 43rd APWA Western Snow and Ice Conference and National Snow Rodeo ready to further advance the mission of your agency's snow operations this upcoming season. There has never been a better time to attend this conference with your snow colleagues from around the country.

We hope to see you in Loveland in September!

Sincerely,

Pete Adler, Chairman
43rd Annual APWA Western Snow & Ice Conference
and National Snow Rodeo



Help us to save the environment!

Be green by letting us know if you are receiving multiple mailers or for people that have left your agency.

MAJOR SPONSORS



TUESDAY / WEDNESDAY AT-A-GLANCE

Tuesday, 9/26

TIME	DESCRIPTION
8:00 a.m. - 12:00 p.m.	Rodeo Course Setup and Judges Orientation
3:00 p.m. - 5:00 p.m.	Early Registration for Conference and Rodeo

Wednesday, 9/27

TIME	DESCRIPTION	ROOM
7:00 a.m. - 8:00 a.m.	Rodeo Registration Hours	Aspen Daisy / Elderberry
7:00 a.m. - 4:00 p.m.	Conference Registration Hours	Conference Registration Area
7:00 a.m. - 5:00 p.m.	Exhibit Hall Hours	Front Range Ballroom

COFFEE & SNACK BREAKS

SPONSORED BY



	 Education	 Innovation	 Snow Best Practices	Rodeo Events		Major Sponsor Showcase
ROOM	SNOWBERRY	GOLDENGLOW	ELDERBERRY	ASPEN DAISY AND THE RANCH		BIG THOMPSON A&B
7:00 a.m.				Rodeo Registration		
8:00 a.m.				Rodeo Competitors Orientation		
9:00 a.m.	When Good Was Just Not Enough!	Best Practices in Recruiting and Retaining Talent	Tips to Energize Your Body and Mind During Work	9:30 AM - 4:00 PM	9:15 AM - Completion	DTN
10:15 a.m.	BREAK - Visit Our Exhibitor Hall					
10:45 a.m.	Colorado Weather and Climate, Understanding Our Crazy Conditions	Using AI in Winter Maintenance—How Might That Happen?	Public Works and Emergency Management: Roles in EM and Emergency Operations Center Coordination	Rodeo Written and Diagnostics Test: Single Axle Tandem Axle Loader Grader Skid Steer	Rodeo Competition: Single Axle Tandem Axle Loader Grader Skid Steer	Evolution Edges
12:00 p.m.	Lunch					
1:00 p.m.	Clear Roads—Research, Training and Innovation	Everything You Always Wanted (Needed) to Know about Mag Chloride and Calcium Chloride for Winter Maintenance	Traffic Incident Management During Winter Operations	ROADEO WATER SPONSORED BY  		Winter Equipment
2:00 p.m.	BREAK - Visit Our Exhibitor Hall					
2:15 p.m.	Lessons Learned Roundtable - “Ask an Expert”	On the Cutting Edge	Introduction to Snowplowing			Dawson IS
3:15 p.m.	BREAK - Visit Our Exhibitor Hall					
3:25 p.m.	Leadership Matters: How to Make a Difference for Your Agency	Use of New Technology in Plowing Operations	Advanced Snowplowing			EnviroTech Services
4:30 p.m.	Prize Drawing - Exhibit Hall Join us in the Exhibit Hall for your chance to win valuable prizes.					
6:00 - 9:00 p.m.	“Blades Up” Social Sponsored by 4Rivers Equipment Enjoy a fun-filled night and network with your peers.					 

THURSDAY AT-A-GLANCE

Thursday, 9/28

TIME	DESCRIPTION	ROOM
7:30 a.m. - 3:00 p.m.	Conference Registration Hours	Conference Registration Area
8:00 a.m. - 5:00 p.m.	Exhibit Hall Hours	Front Range Ballroom

COFFEE & SNACK BREAKS

SPONSORED BY



	 Education	 Innovation	 Snow Best Practices	 Winter Maintenance	Major Sponsor Showcase		
ROOM	SNOWBERRY	GOLDENGLOW	CARTER LAKE A&B	ASPEN DAISY/ELDERBERRY	BIG THOMPSON A&B		
7:30 a.m.	CONTINENTAL BREAKFAST						
8:00 a.m.							
8:30 a.m.	Color Guard Flag Presentation by the CSU ROTC Wing Walker Honor Guard; National Anthem by Windsor High School; opening remarks by Loveland City Manager Steve Adams and APWA Colorado Chapter President Mark Jackson.						
9:00 a.m.							
9:30 a.m.						Featured Speaker: Karl Mecklenburg, Presenting “Teamwork and Leadership in a Changing World”	
10:00 a.m.	BREAK - Visit Our Exhibitor Hall						
10:30 a.m.	Can I Bring My Pet Monkey to Work? The Limits of Expression In and Outside the Workplace	Powering the Future: Vehicle-to-Grid Technology	Leveraging Strategic Partnerships for Career Advancement and Workforce Development	Winter Maintenance Supervisor Certificate Workshop (11:00 a.m. - 5:00 p.m.)	PlowOps		
11:00 a.m.							
11:30 a.m.	BREAK - Visit Our Exhibitor Hall						
12:00 p.m.	Lunch						
1:15 p.m.	All Aboard the Nonstop Train of Winter Storms in the Western US During Winter 2022-23	Creating and Maintaining a Successful Apprenticeship Program	Hands-On Pre and Post Trips	Winter Maintenance Supervisor Certificate Workshop	FORCE America		
2:15 p.m.	BREAK - Visit Our Exhibitor Hall						
2:45 p.m.	From Salt to Asphalt and Back Again: 72 Hours in the Life of an Omaha Snowfighter	Meeting Recruitment and Retention Challenges In Alaska	Variable Speed Limits - High Tech in the Snowfighter’s Toolbox	Winter Maintenance Supervisor Certificate Workshop	Kois Brothers		
3:45 p.m.	Safety Considerations in Winter Maintenance Operations	Winter Driving in the Wild: How Wild Ideas Can Educate and Resonate with the Public	Hiring and Retention - A Snapshot of What’s Working in Waukesha County		Bruckner’s Truck & Equipment		
4:50 p.m.	Prize Drawing - Exhibit Hall Join us in the Exhibit Hall for your chance to win valuable prizes.						



FRIDAY AT-A-GLANCE

Friday, 9/29

TIME	DESCRIPTION	ROOM
7:30 a.m. - 11:00 a.m.	Conference Registration Hours	Conference Registration Area

COFFEE & SNACK BREAKS

SPONSORED BY









	 Education	 Innovation	 Snow Best Practices	 Winter Maintenance	 Operator Training
ROOM	SNOWBERRY	GOLDENGLOW	CARTER LAKE A&B	ASPEN DAISY/ELDERBERRY	RIVER BIRCH C
7:30 a.m.				Winter Maintenance Supervisor Certificate Workshop (7:30 a.m. - 11:30 a.m.)	Operator Training Program (7:30 a.m. - 11:30 a.m.)
8:00 a.m.	Vital Collaboration with Emergency Operations During Winter Storm Conditions	What to Know About Private Sector Snow Removal	Stories from the Road		
9:00 a.m.	BREAK				
9:10 a.m.	Snow Removal in the Snowiest Place in the World	Cascading Events and Unintended Consequences	APWA Excellence in Snow & Ice Control Winner		
10:15 a.m.	BREAK				
10:30 a.m.	Leading Multiple Generations in the Workforce: A Multi-Generational Perspective	Improving Employee Morale, Creative Approaches to Attract New Employees	Snow Removal from Trails		
11:30 a.m.	BREAK				
12:00 p.m. - 2:00 p.m.	Awards Banquet Luncheon With Featured Speaker: Keith Reester, City of Littleton, Presenting "Its About the Journey—500 Miles on the Colorado Trail" Plus: Rodeo Awards and Major Prize Drawings!				



NATIONAL SNOW ROADEO

The National Snow Rodeo is an exciting one-day event that tests the skills and knowledge of equipment operators from around the country.



The competition offers five events. Participants can register for one event or multiple events.

- + Single Axle Snow Plow (two-person team event)
- + Tandem Axle Snow Plow (two-person team event)
- + Loader (individual event)
- + Grader (individual event)
- + Skid Steer (individual event)



Each event includes a diagnostic vehicle inspection, and a timed obstacle course. Prizes and trophies for all events will be awarded at the Rodeo Awards Luncheon held Friday. Winners will also be recognized nationally by APWA.

We'll award the top three best combined scores from agencies who participate in all five (5) events. So you don't have to get first place in an individual event to earn your plaque and bragging rights!

Bring your family and friends to cheer you on and watch you in action as you compete. One of the biggest pleasures is watching so many talented equipment operators show off their skills in the Rodeo events. It's not often that family and friends get a chance to watch, in a safe environment, what you do day in and day out in the winter.



Please Note: There will be no rodeo event registrations the day of the Rodeo, September 27. Substitutions are allowed. Please make sure you have registered for all the events you wish to participate in by 9/26.

OR

Register Your Team Now for the Best Rates!		By 9/19	After 9/19	NO "Day of" Registrations 9/27 New for 2023!
Full Conference Registration (Includes one Rodeo Event and a seat at Friday's Awards Luncheon.)		\$300	\$325	
Wednesday-Only (One-Day) Conference Registration (Includes a seat at the Awards Luncheon. Does not include any Rodeo Events.)		\$135	\$150	
Add Rodeo Events		By 9/25	On 9/26	
Each Additional (or Wednesday-Only) Rodeo Event Registration—Per Person, Per Event		\$100	\$150	

Chisago County Request For Board Action

Meeting Date: September 6, 2023	Item Number: 16
Title of Item for Consideration: Contract for Century College SLOT Continuing Education Program	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: The Sheriff's Office has utilized this program for many years to provide additional training opportunities to Corrections, Patrol, and Dispatch staff. Attachment(s): Proposed Contract with Century College for SLOT Continuing Education Program	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the contract with Century College. The suggested motion is as follows: <i>“Move to approve the contract between Chisago County, MN and the State of MN, Minnesota State Colleges and Universities, Century College, for the 2023-2024 education cycle.”</i>	
Implications of Action: A contract with Century College for continuing education classes will assist Corrections, Patrol, and Dispatch staff with meeting annual training requirements. Budget/Financial Implications: The cost of this contract has been accounted for in the current Sheriff's Office/Jail Division operating budget. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations. The County Attorney's Office has reviewed the agreement and approved as to form.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

F.Y.: 24	Cost Center: 211561	Obj. Code: 9182	Amount: \$1,149.00 per SLOT plus books	Vendor #:	P.O. #:
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STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
Century College
INCOME CONTRACT

This contract is by and between Chisago County, on by and on behalf of Chisago County Jail (hereinafter "PURCHASER") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Century College (hereinafter "STATE").

WHEREAS, the PURCHASER has a need for a specific service; and

WHEREAS, the STATE, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

I. DUTIES OF STATE. The STATE agrees to provide the following:

1. The Law Enforcement Continuing Education Program of Century College will provide approximately 200 hours of POST approved training for the period September 7, 2023, through June 30, 2024.
2. Registration for training will be conducted on a first-come, first-served basis. Classes have a minimum/maximum and may be subject to cancellation if the minimum number is not met; students may be placed on a waitlist once maximum enrollment is reached. Individual participants will receive certificates of completion for each course. Students attending on-campus classes will receive certificates the day of class. Students attending virtual classes will receive certificates electronically to the email use to register within 10 business days.
3. The Training Program will be continually evaluated by means of course evaluations completed at the conclusion of each training session.
4. Training programs will be offered at Century College or on-line delivery. Location will be stated in course catalog information and student should ensure they can attend class as listed.

If a textbook is required for the course, it will be stated in the course outline. Fall 2023 there will be no additional text fees. Spring/Summer 2024 texts are TBD.

II. DUTIES OF PURCHASER. The PURCHASER (participating agency) agrees to the following:

1. Participating agencies will publicize the program to officers and promote courses internally.
2. Registrations will be managed, communicated, and monitored by a participating agency contact person. If this person should change, participating agency needs to notify Sharon Mason of Century College immediately.
3. Participating agencies concerns and ideas for improvement should be communicated to Sharon Mason.

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed and goods or materials supplied by the STATE pursuant to this contract shall be paid by the PURCHASER as follows:

Chisago County Jail **will purchase (1) SLOT totaling \$1,149.00 per SLOT.**

Required textbooks will be billed separately.

No-shows will be billed to the agency for the regular posted tuition fee which may be found on the Century website. A no-show is an individual enrolled who does not cancel prior to 5 p.m. (three business days before class. Substitutes may be made until 5 p.m. the day before the class.

- B. Terms of Payment. Payment shall be made by the PURCHASER no later than 30 days following receipt of the invoice.

- IV. TERM OF CONTRACT. This contract shall be effective on September 7, 2023, **or upon the date that the final required signature is obtained by the STATE**, whichever occurs later, and shall remain in effect until June 30, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

- V. CANCELLATION. Century College reserves the right to cancel courses due to lack of enrollment. Departments will **NOT** receive confirmation of registration, but will be contacted by phone or by mail if the class is filled or canceled.

Notice of registration cancellation **must by 5 p.m. three business days before the date of class..** In order to ensure a satisfactory learning experience, agency managers will receive an invoice for the regular posted tuition fee if an employee is enrolled and does not show up for class. SLOTS are purchased by seat thereby substitutions are encouraged until 5 p.m. the business date before class.

- VI. AUTHORIZED REPRESENTATIVES. The PURCHASER'S Authorized Representative for the purposes of administration of this contract is Jonathan Gray. The STATE'S Authorized Representative for the purposes of administration of this contract is Sharon Mason. Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

- VII. ASSIGNMENT. Neither the PURCHASER nor the STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

- VIII. LIABILITY. The PURCHASER shall indemnify, save and hold the STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for the STATE's failure to fulfill its obligations pursuant to this contract.

- IX. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. and regulations promulgated pursuant to it. The STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

- X. 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.

- XI. GOVERNMENT DATA PRACTICES. The PURCHASER agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this contract and as it applies to all data created, collected, received, stored, used,

maintained or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.8, apply to the release of the data referred to in this Article by either the PURCHASER or the STATE.

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

- XII. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XIII. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the PURCHASER relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
- XIV. OTHER PROVISIONS. (Attach additional page(s) if necessary):

Inclement Weather

Listen to WCCO Radio for any college closing information.

POST Credits

Peace officers who successfully complete the POST approved courses may receive peace officer continuing education credits after completing the on-campus form or web link form.

Discrimination Policy

In accordance with the administrative rules of the Minnesota POST Board and the Policy of Century College, all persons shall be eligible for enrollment in any program regardless of race, color, religion, sex, national origin, residency, marital status or physical disabilities.

If you need a reasonable accommodation for a disability (e.g., wheelchair accessibility, interpreter, Braille or large print materials) such an accommodation can be made available upon advance request. Please contact the Century College Access Center as soon as possible.

Waiting Lists

If a course should fill, officers will be put on a waiting list.

Continuing Education Cancellation Policy

Notice of registration cancellation **must be received by 5 p.m. three business days before the start of the course or will be considered a no-show.**

Parking

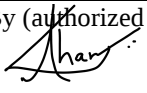
Century College does not require parking permits for parking in general parking lots. Students may park in lots except in areas identified for visitor or reserved parking. You are encouraged to look at parking information on the website to determine parking best for your class location.

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

APPROVED:

**1. MINNESOTA STATE COLLEGES AND
UNIVERSITIES**

Century College

By (authorized signature)

Title Vice President Finance and Administration
Date 8/11/23

3. AS TO FORM AND EXECUTION:

By (authorized college/university/system office signature)
Title
Date

2. PURCHASER: Chisago County Jail
PURCHASER certifies that the appropriate person(s) have executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title
Date

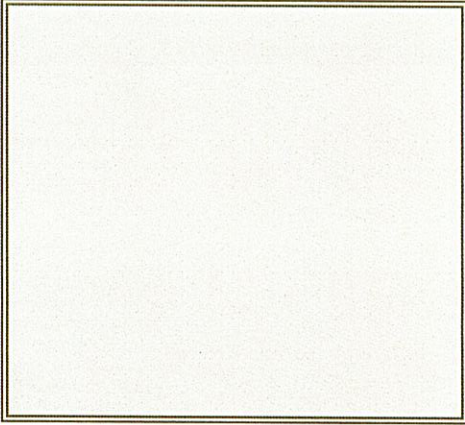
By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

Chisago County Request For Board Action

Meeting Date: September 6, 2023	Item Number: 17
Title of Item for Consideration: Out of State Travel Requests –Pro Phoenix Annual Conference, Wisconsin Dells – CCSO	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: Pro Phoenix is the Records Management and Computer Aided Dispatch program that the Chisago County Sheriff's utilizes. This is used by all licensed and non-licensed staff on a daily basis. This conference discusses new features, future progress and planning and provides training to the administrative leaders with our agency. Attachment(s): Three Out of State Travel Requests	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve three out-of-state travel requests for the Pro Phoenix Conference Annual Conference in Wisconsin Dells September 25 – 28, 2023 The suggested motion is as follows: <i>“Move to approve three out-of-state travel requests for the Pro Phoenix Conference Annual Conference in Wisconsin Dells September 25 – 28, 2023.”</i>	
Implications of Action: This training and conference is an offering that is very beneficial for the ongoing usage of this system, which affects all facets of the Sheriff's Office including patrol, investigations, records, jail staff, and dispatch. Budget/Financial Implications: The registration and lodging fees have all been budgeted for in the 2023 Sheriff's Office operating budget. Legal/Policy Implications: The proposed activities are in compliance with all applicable County policies and procedures.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

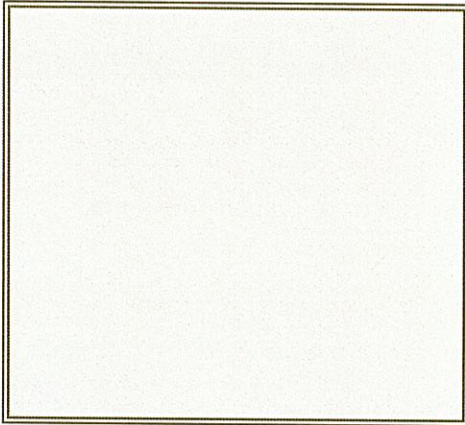
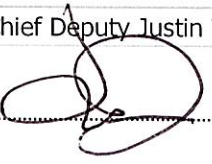
Chisago County Out-of-State Travel Request

Date Submitted	8/23/2023		
Employee Name	[REDACTED]		
Department	Chisago County Sheriff's Office		
Destination	Wisconsin Dells, WI		
Purpose of Travel	Pro Phoenix Annual Conference		
Departure Date	9/25/2023		
Return Date	9/28/2023		
Total Travel Expenses	\$1,048.08		
Supervisor Name (PRINT)	Chief Deputy Justin Wood		
Supervisor's Signature		Date Approved	9-29-23
County Board Signature		Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	0			\$0.00
Ground Transportation	0	\$0.00	0	\$0.00
Conference/Registration Fees	Conference Registration	\$745.00	1	\$745.00
Lodging	Hotel		3	\$303.08
Meals	0		1	\$0.00
Mileage	0		1	\$0.00
		Grand Total		\$1,048.08

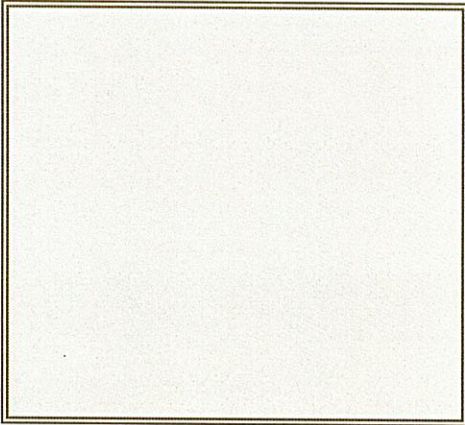
Chisago County Out-of-State Travel Request

Date Submitted	8/23/2023		
Employee Name	[REDACTED]		
Department	Chisago County Sheriff's Office		
Destination	Wisconsin Dells, WI		
Purpose of Travel	Pro Phoenix Annual Conference		
Departure Date	9/25/2023		
Return Date	9/28/2023		
Total Travel Expenses		\$1,048.08	
Supervisor Name (PRINT)	Chief Deputy Justin Wood		
Supervisor's Signature		Date Approved	8-29-2023
County Board Signature		Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	0			\$0.00
Ground Transportation	0	\$0.00	0	\$0.00
Conference/Registration Fees	Conference Registration	\$745.00	1	\$745.00
Lodging	Hotel		3	\$303.08
Meals	0		1	\$0.00
Mileage	0		1	\$0.00
		Grand Total		\$1,048.08

Chisago County Out-of-State Travel Request

Date Submitted	8/23/2023		
Employee Name	[REDACTED]		
Department	Chisago County Sheriff's Office		
Destination	<u>Wisconsin Dells, WI</u>		
Purpose of Travel	Pro Phoenix Annual Conference		
Departure Date	9/25/2023		
Return Date	9/28/2023		
Total Travel Expenses	\$1,048.08		
Supervisor Name (PRINT)	Director Alicia Stovern		
Supervisor's Signature		Date Approved	08/29/23
County Board Signature		Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	0			\$0.00
Ground Transportation	0	\$0.00	0	\$0.00
Conference/Registration Fees	Conference Registration	\$745.00	1	\$745.00
Lodging	Hotel		3	\$303.08
Meals	0		1	\$0.00
Mileage	0		1	\$0.00
		Grand Total		\$1,048.08

Chisago County Request for Board Action

Meeting Date: September 6, 2023	Item Number: 18
Title of Item for Consideration: Axon Enterprise Squad Camera Purchase Agreement	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: No previous action on this matter.	
Background: In 2021 the County Board approved the Sheriff's Office moving forward with the Axon Fleet 3 squad camera program. This new agreement secures squad cameras for anticipated new squads purchased over the next three years. Attachment(s): - Axon Enterprise Purchase Agreement - Axon Master Services and Purchasing Agreement, including Addendum	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Axon Enterprise purchase agreement. The following motion is suggested: <i>“Move to approve the Axon Enterprise Purchase Agreement for Squad Camera purchases for 2024-2026.”</i>	
Implications of Action: Approving this purchase agreement locks in 2023 pricing and will secure Axon Fleet 3 Squad camera technology for anticipated new Sheriff's Office squad cars for a three-year period. Budget/Financial Implications: Funds to cover the equipment costs in the agreement for 2024 are allocated in the proposed Enterprise Services operating budget. This contract will be funded by Enterprise Services in future years. 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 reviewed the contract as to form.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Master Services and Purchasing Agreement between Axon and Agency (Online)

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency listed below or, if no agency is listed below, the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. “**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. “**Axon Device**” means all hardware provided by Axon under this Agreement.
- 1.3. “**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. “**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency’s receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency’s receipt. Used conducted energy weapon (“**CEW**”) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided “AS IS,” without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon (“Third-Party Products”) are not covered by Axon’s warranty and are only subject to the warranties of the third-party provider or manufacturer.**

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- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



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10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
 - 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.



- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be sent to the contact on the Quote. Notice to Axon shall be sent to:
- Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. “**Agency Content**” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. “**Evidence**” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. “**Non-Content Data**” is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. “**Personal Data**” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (“**TASER Data**”). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.



7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;



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- 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
 14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
 15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
 16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
 17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need



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• Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
/Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term.** OSP 7 begins on the date specified in the Quote ("**OSP 7 Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
8. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 8.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software"). "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the “Fleet Technology Assurance Plan” (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware (“**Axon Fleet Upgrade**”) as schedule on the Quote.
- 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
- 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency’s Fleet subscription for non-payment. Upon any termination:
- 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Axon Commander Software Appendix

This Appendix applies if Axon Commander is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Commander;
 - 3.6. resell, rent, loan or sublicense Commander;
 - 3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 - 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
 - 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 5.8. misrepresent the source or ownership; or
 - 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency’s Advanced User Management for Agency’s applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
4. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
5. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
6. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
7. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 7.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4. Ensure all appropriate data backups are performed;
 - 7.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 7.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



Axon Support Engineer Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“ASE”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
2. **Full-Time ASE Scope of Services.**
 - 2.1. A Full-Time ASE will work on-site four (4) days per week.
 - 2.2. Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
 - 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.
 - 2.4. The Full-Time ASE **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
Maintaining Agency’s Axon Evidence account
Connecting Agency to “Early Access” programs for new devices

Account Maintenance

Conducting on-site training on new features and devices for Agency leadership team(s)
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing Agency’s Axon usage and trends to peers to establish best practices
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, tier 1 and tier 2 technical support for Axon devices
Proactively monitoring the health of Axon equipment
Creating and monitoring RMAs on-site
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Agency’s production environment

Agency Advocacy

Coordinating bi-annual voice of customer meetings with Axon’s Device Management team
Recording and tracking Agency feature requests and major bugs

3. **Regional ASE Scope of Services**
 - 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
 - 3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.
 - 3.4. The Regional ASE service options are listed below:



Account Maintenance

Conducting remote training on new features and devices for Agency's leadership
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
Conducting weekly conference calls to cover current issues and program status
Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

Providing remote, tier 1 and tier 2 technical support for Axon devices
Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities
Comparing an Agency's Axon usage and trends to peers to establish best practices
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team
Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



Video Integration Suite (VIS) Appendix

If the Quote includes Axon's On Prem Video Integration Suite ("VIS") product, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the VIS software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software



Master Services and Purchasing Agreement between Axon and Agency (Online)

provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-483181-45159.910NB

Issued: 08/21/2023

Quote Expiration: 08/30/2023

Estimated Contract Start Date: 06/01/2024

Account Number: 112441

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Chisago County Sheriff's Office-15230 Per Rd 15230 Per Rd Center City, MN 55012-7726 USA	Chisago County Sheriff's Office - MN 15230 Per Rd Center City MN 55012-7726 USA Email: 41-6005772

SALES REPRESENTATIVE	PRIMARY CONTACT
Nick Butier Phone: Email: nbutier@axon.com Fax:	Derek Ankla Phone: (651) 213-6317 Email: derek.ankla@chisagocountymn.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$174,134.88
ESTIMATED TOTAL W/ TAX	\$174,134.88

Discount Summary

Average Savings Per Year	\$9,070.99
TOTAL SAVINGS	\$45,354.96

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$13,085.28	\$0.00	\$13,085.28
May 2025	\$27,545.58	\$0.00	\$27,545.58
May 2026	\$44,504.74	\$0.00	\$44,504.74
May 2027	\$44,499.64	\$0.00	\$44,499.64
May 2028	\$44,499.64	\$0.00	\$44,499.64
Total	\$174,134.88	\$0.00	\$174,134.88

Quote Unbundled Price:	\$219,489.84
Quote List Price:	\$198,974.16
Quote Subtotal:	\$174,134.88

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80461	FLEET 3 BUNDLE WITH TAP TRUE UP	6	12		\$115.75	\$115.75	\$8,334.00	\$0.00	\$8,334.00
80461	FLEET 3 BUNDLE WITH TAP TRUE UP	6	24		\$115.75	\$115.75	\$16,668.00	\$0.00	\$16,668.00
Fleet3B+TAP	Fleet 3 Basic + TAP	6	60	\$194.88	\$204.74	\$181.74	\$65,426.40	\$0.00	\$65,426.40
Fleet3B+TAP	Fleet 3 Basic + TAP	6	48	\$224.84	\$200.65	\$171.90	\$49,507.20	\$0.00	\$49,507.20
Fleet3B+TAP	Fleet 3 Basic + TAP	6	36	\$275.82	\$196.66	\$158.33	\$34,199.28	\$0.00	\$34,199.28
Total							\$174,134.88	\$0.00	\$174,134.88

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	6	05/01/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	6	05/01/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	6	05/01/2025
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	6	05/01/2025
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	6	05/01/2025
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	6	05/01/2026
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	6	05/01/2026
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	6	05/01/2026
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	6	05/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	6	06/01/2024	05/31/2029
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	12	06/01/2024	05/31/2029
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	6	06/01/2025	05/31/2029
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	12	06/01/2025	05/31/2029
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	6	06/01/2026	05/31/2029
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	12	06/01/2026	05/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	6
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	6
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	6

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	6	06/01/2024	05/31/2029
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	6	05/01/2025	05/31/2029
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	6	06/01/2025	05/31/2029
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	6	05/01/2026	05/31/2029
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	6	06/01/2026	05/31/2029
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	6	05/01/2027	05/31/2029

Payment Details

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
PHASE 1.1	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$13,085.28	\$0.00	\$13,085.28
Total				\$13,085.28	\$0.00	\$13,085.28

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
PHASE 1.2	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$13,085.28	\$0.00	\$13,085.28
PHASE 2.1	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	6	\$2,083.50	\$0.00	\$2,083.50
PHASE 2.1	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$12,376.80	\$0.00	\$12,376.80
Total				\$27,545.58	\$0.00	\$27,545.58

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
PHASE 1.3	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$13,085.28	\$0.00	\$13,085.28
PHASE 2.2	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	6	\$2,083.50	\$0.00	\$2,083.50
PHASE 2.2	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$12,376.80	\$0.00	\$12,376.80
PHASE 3.1	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	6	\$5,557.12	\$0.00	\$5,557.12
PHASE 3.1	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$11,402.04	\$0.00	\$11,402.04
Total				\$44,504.74	\$0.00	\$44,504.74

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
PHASE 1.4	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$13,085.28	\$0.00	\$13,085.28
PHASE 2.3	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	6	\$2,083.50	\$0.00	\$2,083.50
PHASE 2.3	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$12,376.80	\$0.00	\$12,376.80
PHASE 3.2	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	6	\$5,555.45	\$0.00	\$5,555.45
PHASE 3.2	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$11,398.61	\$0.00	\$11,398.61
Total				\$44,499.64	\$0.00	\$44,499.64

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
PHASE 1.5	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$13,085.28	\$0.00	\$13,085.28
PHASE 2.4	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	6	\$2,083.50	\$0.00	\$2,083.50
PHASE 2.4	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$12,376.80	\$0.00	\$12,376.80
PHASE 3.3	80461	FLEET 3 BUNDLE WITH TAP TRUE UP	6	\$5,555.45	\$0.00	\$5,555.45
PHASE 3.3	Fleet3B+TAP	Fleet 3 Basic + TAP	6	\$11,398.61	\$0.00	\$11,398.61

May 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$44,499.64	\$0.00	\$44,499.64

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/21/2023



**ADDENDUM TO
Axon Enterprises, Inc and Chisago County AGREEMENT**

ADDITIONAL TERMS AND CONDITIONS

Whereas, Axon Enterprises, Inc. the “Provider,” with located at and doing business at 17800 North 85th Street, Scottsdale Arizona, and the Chisago County, a political subdivision of the State of Minnesota, located at 313 North Main St. Center City, MN, the “County” or “Customer”, intend to enter into an Agreement for Axon Fleet Services and additional (add-on services); and

Whereas, the Chisago County employs law enforcement personnel and correctional officers and utilizes body worn cameras (BWC) and other technology for the safety of employees, subjects, and the community of Chisago County.

Therefore, as additions to the terms and conditions as set forth in the Agreement, the Parties hereto agree to be bound by the following:

- A. **Services.** The Provider shall provide the services as set forth in the Master Service Agreement and Appendixes.
- B. **Data Practices:** The Provider and the County must both comply with the Minnesota Government Data Practices Act, as those provisions may apply to all data in accordance with this Agreement, as they apply to all data created, collected, received, stored, used maintained, or disseminated by the Provider and the County in accordance with this Agreement. The civil remedies of Minnesota Statute §13.08 apply to the unauthorized release of data referred to in this clause by either the Provider or the County.

In the event the Provider receives a request for any data belonging to the County, the Provider is obligated contact the County prior to complying with or accommodating any data request, unless there is separate legal authority or court order that would prohibit the Provider from making the County aware of such request.

- C. **Insurance.**
 - a. **General Liability.** The Provider and any subcontractors performing work under this Agreement shall maintain insurance protecting it from claims for damages, including for bodily injury, 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 Agreement whether the operations are by Provider or by a subcontractor or by anyone directly or indirectly employed by Provider under the Agreement. General Liability Insurance minimum coverage maintained by the Provider shall be at \$500,000 per claim and \$1,500,000 per occurrence, or \$3,000,000 in the aggregate. Should Provider maintain coverages in excess of the level set forth in the Municipal Tort Claims Act, Minn. Stat. 466,

said coverage shall not constitute a waiver of those limits available to protect or limit the exposure of the Customer, Chisago County.

- b. **Workers Compensation.** Provider certifies that, to the extent Minnesota's workers' compensation provision is applicable to its workforce, it is in compliance with Minn. Stat. 176.181 relative to Minnesota's Workers' Compensation insurance. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by a third party as a consequence of any act or omission on the part of the employees or agents are in no way County's obligation.
- D. **Liability.** The Provider and the County shall each be responsible for the acts and omissions of their respective employees, agents and assigns and shall maintain Insurance coverage to protect themselves and each other in the event of a claim, suit or cause of action brought by a third party. The Parties shall each indemnify, save and hold the County, its representatives, agents, and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the County arising from claims, suits, or causes of action for negligence, other tort, or the negligent performance of services under the Agreement by the Parties' agents, employees, subcontractors or assigns. This does not diminish the obligation of the Parties, nor obliterate the potential claims the parties may have against each other for intentional or negligent breach of intellectual property provisions or data privacy or data practices.
- E. **Non-discrimination.** The Provider will comply with the provisions of Minnesota's Equal Protection statutes, Minn. Stat. §181.59, to the extent that it applies to this Agreement and persons protected by the law.
- F. **Fees, Payment and Prompt Payment to Subcontractors.** Irrespective of language in paragraph 3 of the Master Services Agreement the County shall make payment of invoices to the County no later than 35 days of receipt of the undisputed invoice, as per Minn. Stat. § 471.427. In the event the Provider enters into agreements with subcontracts to perform any or all of the work under this Agreement, Provider shall comply with Minn. Stat. §471.425, Subd. 4a and pay the subcontractor within ten (10) days of receipt of payment from Customer, a government entity and political subdivision of the State of Minnesota.
- G. **Audits.** The books, records, documents and accounting procedures and practices of the Provider relevant to this Agreement, shall be subject to examination by the County and any county, state or legislative auditor, for a minimum of six (6) years following transaction and following termination of the Agreement, pursuant to Minn. Stat. §16C.05, Subd. 5.

H. **Merger and Controlling Terms.** The Agreement, together with this Addendum and any other amendments or addendums reduced to writing, constitute the final and complete Agreement between the County and the Provider. To the extent there is a discrepancy or conflict between the language or term in the Agreement and the language or term in the Addendum, the language in this Addendum shall control.

Chisago County

Provider, Axon Enterprises, In.

Chair of the Board of Commissioners

Affirmed:

Clerk to the Board.

Reviewed: _____ Date: _____
Janet Reiter, Chisago County Attorney

Chisago County Request for Board Action

Meeting Date: September 6, 2023	Item Number: 19
Title of Item for Consideration: Lease Agreement with City of Rush City	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: The City of Rush City and the Chisago County Sheriff's Office is renewing a lease agreement for rental space at the 'Old Rush City High School Building (325 South Eliot Ave.).' The annual cost is \$19,395 per year. It should be noted that the East Central Drug and Violent Offender Taskforce pays for half of this lease through reimbursement to the County. Attachment(s): 2023 Lease Agreement with City of Rush City	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the lease agreement between Rush City and Chisago County for rental space at the 'Old Rush City High School Building. The following motion is suggested: <i>“Move to approve the Lease Agreement between the City of Rush City and Chisago County for the space at 325 South Eliot Ave. in Rush City.”</i>	
Implications of Action: Allows the Sheriff Office to have a district office in the northern part of our county and allows the Sheriff office to utilize that space for the Drug Taskforce which pays for half of the lease agreement. Budget/Financial Implications: The cost of this contract is budgeted in the current Sheriff's Office operating budget. 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 <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request For Board Action

Meeting Date: September 6, 2023	Item Number: 20
Title of Item for Consideration: Change Order No. 1 – Sunrise Prairie Regional Trail Project Segment G Construction Project No. 13-SPT-23	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Parks
Previous Action on this Matter: Chisago County has completed a Master Plan for the Sunrise Prairie Regional Trail (SPRT). The Greater MN Regional Parks and Trails Commission has designated this as a Regional Trail. A highlight of Segment G funding and timeline details include: - On June 26, 2021, Chisago County was successful in this funding request and awarded a Legacy Grant of \$1,182,282.00 which coupled with the 15% local match afforded a total estimated project cost of \$1,396,802. - On December 28, 2022, the County Board approved the trail project plans and specifications and authorized advertisement for competitive construction bids. On February 7, 2023, the County received and tabulated nine (9) competitive construction bids. - On February 15, 2023, the County awarded the construction contract to low bidder Knife River Corporation and in doing so also authorized County Fund Balance to complete a project funding shortfall of approximately \$14,000.	
Background: Construction of segment G of Sunrise Prairie Regional Trail from the current termination of the trail at 410th Street in North Branch to the City of Harris intersection at County Road 10 is nearing completion. General project parameters include a 2.6-mile segment of 10 ft. wide hard surface trail that traverses along County Road 30 right of way, a trailhead parking lot, and a RRFB pedestrian trail crossing system at the County Rd. 10 intersection within the City of Harris. Completion of the trail requires application of Hydraulic Matrix Type Fiber Reinforced seeding and fertilizer to remain in place after installation. Original bids <i>did not</i> accommodate this project need and were omitted in the bidding process. The Change Order presented is necessary to complete the project and stabilize the disturbed ground areas of the project. Staff recommends supplemental project funding consistent with Change Order No. 1 as attached. Available funding sources include General Fund Balance, ARPA, or perhaps CIP funds. Attachments: Project No. 13-SPT-23 Change Order No. 1	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Project Engineer prepared Sunrise Prairie Regional Trail Construction Project No. 13-SPT-23 Change Order No. 1 with Knife River Corporation. The following motion is suggested: <i>“Move to approve Sunrise Prairie Regional Trail Project No. 13-SPT-23 Change Order No. 1 with Knife River Corporation – North Central and designate and authorize up to \$75,000 in County General Fund Balance Funds [or other source as may be authorized] to complete the project funding shortfall.”</i>	
Implications of Action: Final erosion control and seeding measures to complete the project will be authorized. Budget/Financial Implications: The Segment G project construction costs are funded thru the State Legacy grant award and local match funds that are dedicated to this project. Additional funding from the Chisago County Fund Balance in the amount of \$13,299.42 was included in the February project	

award. This Change Order will increase the total Fund Balance [or other source as may be authorized] commitment to this project by up to \$75,000.

Legal/Policy Implications: This change order item was omitted and not accounted for in initial project award and project tabulations for all bidding respondents. Approval of the change order is considered a contract revision. Staff expects and will continue to negotiate a reduction in the current net change order cost presented.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

CHANGE ORDER

						Change Order No. 1	
Project Location: Sunrise Prairie Regional Trail							
Local Agency: Chisago County					Local Project No. 13-SPT-23		
Contractor: Knife River Corporation - North Central					WSB No. 019856-000		
Contractor Address: 4787 Shadow Wood Drive NE Sauk Rapids, MN 56379							
Total Change Order Amount: \$70,000.00							
Description:							
In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions. The Engineer in concurrence with the Chisago County Parks, have agreed that Hydraulic Matrix Type Fiber Reinforced is necessary for seeding and fertilizer to remain in place after installation. The construction plans have this as part of the final permanent seeding, but a bid item was omitted during the bidding process for this material. It is necessary for some type of tackifier or blanket material to be placed over seeding areas where the slope is steep or in ditch bottoms, so the seed remains in place after rain events. This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at negotiated prices.							
Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)							
Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$	
County	2575.508	HYDRAULIC STABILIZED FIBER MATRIX	POUND	\$2.00	35,000	\$70,000.00	
Net Change This Change Order						\$70,000.00	

****Group/funding category is required for federal aid projects**

Due to this change, the contract time: (check one)	
(X) Is NOT changed	() May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change:

Approved By Project Engineer:  Date: 8/29/2023

Print Name: Paul Kyle Phone: 612-360-1310

Approved By Chisago County: _____ Date: _____

Print Name: _____ Phone: _____

Approved By Contractor:  Date: 8/29/23

Print Name: Tom Dobrick Phone: 320-406-4984

Chisago County Request For Board Action

Meeting Date: September 6, 2023	Item Number: 21		
Title of Item for Consideration: Carlson Lake Overlook Final Plat			
Action Requested by: Kurt Schneider, Director	Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.		
Previous Action on this Matter: The Preliminary Plat of Carlson Lake Overlook was approved by Resolution No. 23/0405-4 on April 5, 2023.			
Background: Robert (Tony) Randall & Jessica Randall are requesting Final 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). The final Plat submitted on August 21, 2023, conforms to the approved Preliminary Plat and meets the conditions of Preliminary Plat approval. A resolution of the Board of Commissioners consistent with that of approval of the Final Plat is presented for Board consideration. Attachments: - Draft Resolution of Approval - Final Plat of Carlson Overlook (original full copy available for viewing at the meeting)			
Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the the Carlson Lake Overlook Final Plat. The following motion is suggested: <i>“Move to approve Resolution No. 23/0906-____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Carlson Lake Overlook located at 162XX 280th Street in Franconia Township, (PID #04.00343.06)</i>			
Implications of Action – Recommended Board action grants approval of the Carlson Lake Overlook Final Plat as presented. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations.			
Administrator’s Recommendation			
Approve <u>CEB</u>	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/0906-____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY,
MINNESOTA, APPROVING THE FINAL PLAT OF CARLSON LAKE OVERLOOK

WHEREAS, Robert (Tony) Randall & Jessica Randall, property owners, and Kelly Jordan, applicant, submitted a request for the Final Plat of Carlson Lake Overlook on August 21, 2023; 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, the Preliminary Plat of Carlson Lake Overlook was recommended for approval by the Planning Commission on March 2, 2023 and approved by the Board of Commissioners on April 5, 2023; and

WHEREAS, the Final Plat submitted on August 21, 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 Carlson Lake Overlook, subject to the following conditions:

1. The Final Plat is approved as submitted on August 21, 2023. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: September 6, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator