COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Chase Burnham
County Administrator

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

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

Convene; Pledge of Allegiance; Approve County Board Agenda

Road & Bridge Committee of the Whole:
Discussion

1.)	County Engineer's Report	TAB 1
2.)	Out of State Travel Request – 2024 National Association of County Engineers NACE	TAB 2
3.)	Local Agency Support for Applications for Funding from LRIP	TAB 3
4.)	Public Works Equipment Requests –2024 CIP Items	TAB 4

7:00 p.m. **Citizen's Forum**

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

Board of Commissioners' Consent Agenda:

1.)	R&B Committee Recommendation – County Engineer's Report	TAB 1
2.)	R&B Committee Recommendation – Out of State Travel Request – NACE Conference	TAB 2
3.)	R&B Committee Recommendation – Local Support for Apps. for Funding from LRIP	TAB 3
4.)	R&B Committee Recommendation – Public Works Equipment Requests –2024 CIP	TAB 4
5.)	Minutes from the November 1, 2023 County Board Meeting	TAB 5
6.)	Payment of County's Warrants and Miscellaneous Bills	TAB 6
7.)	Application for Exempt Permit – Knights of Columbus #7750	TAB 7
8.)	Accept Donation – Chisago County Sheriff Drone Program	TAB 8

Environmental Services/Zoning Report – Kurt Schneider, Director

9.)	Director's Report	TAB 9
10.)	Carol Hauglie Preliminary Plat of Autumn Woods Cottages	TAB 10
11.)	Sunrise Township CUP – Local Government and Administration Buildings	TAB 11
12.)	Tyler Technologies EP&L Services Contract Amendment(s)	TAB 12
13.)	We Are Water MN – Chisago County Exhibit Host Agreement	TAB 13

Other Business of the County Board

14.)	Budget and Finance Report from November 8, 2023	TAB 14
15.)	ARPA – Broadband Grant – Amador Township	TAB 15
16.)	TriMin – Landshark Credit Card Management	TAB 16
17.)	2024-2025 County MFIP Biennial Service Agreement	TAB 17
18.)	Central Minnesota Mental Health Center Detoxification Services Contract 2024	TAB 18
19.)	PH-Doc Board Ratification and PH-Doc Executed Contract	TAB 19
20.)	Purchase of Service Agreement with Resource Training and Solutions	TAB 20
21.)	MFIP & DWP Program Provider Agreement with CMJTS	TAB 21
22.)	Professional/Technical Services Contract with Amy Anderson, M.D.	TAB 22

23.)	2024 Law Enforcement Services Contracts with County Cities	TAB 23
24.)	Amendment to Agreement to Provide Law Enforcement Services to Rush City	TAB 24
25.)	Lease Agreement with City of Rush City – CCSO	TAB 25
26.)	East Central Drug and Violent Offender Task Force Joint Powers Agreement	TAB 26
27.)	Lexipol, LLC - PoliceOne & CorrectionsOne Online Training Platforms	TAB 27

Discussion Items:

- Correspondence CORR.
- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- AMC Annual Conference, Monday, December 4-6
  - Hyatt Regency Minneapolis, 1300 Nicollet Mall, Minneapolis MN 55403
- Truth in Taxation Public Hearing – December 6th at 7:00 p.m.
- Board of Commissioners, Wednesday, December 20th, 2023 6:30 p.m.

TAB 1

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

Joe Triplett, P.E.
Director | County Engineer

Ben Hobert, P.E.
Assistant County Engineer

Paul Gibson, L.S.
County Surveyor

Bruce Lind
Maintenance Superintendent

Ben Utech
Traffic Operations Manager

Barbara Shimmon
Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: **Chisago County Board of Commissioners**

FROM: Joe Triplett, P.E.

DATE: **November 2, 2023**

RE: Public Works Director's Report

CSAH 10: We have final plan approval and are working on federal authorization to bid the project. We are still planning on an early February bid letting. The tree clearing contract needs to be done separately and ahead of the project in the winter months. We are looking to open bids on that on Dec. 5th and award at the Dec. 20 meeting.

CSAH 16 Bridge Replacement: Plans have been approved and expect the permit from the National Park Service very soon. We are looking to open bids on that on Dec. 5th and award at the Dec. 20 meeting.

Local Road Improvement Program Solicitation
We have reviewed the program requirements and our Transportation Improvement Plan and have found 5 projects that we would like to submit for funding:

- CSAH 16 Reconditioning (CSAH 12 - CR 71)
- CSAH 30 Reconstruction (CSAH 17 to TH 95)
- CSAH 26/TH 95 Intersection Improvements (Mndot Project)
- CSAH 10 Reconstruction (CSAH 8 to I-35)
- CSAH 19 Reconstruction (CSAH 34 to CSAH 14)

Part of the program requirements to apply is a resolution of support from the agency. I have included the resolution for your consideration.

We are working on project selection for applying for funding out of the federal Highway Safety Improvement Program (HSIP). The solicitation for this program ends in February.

National Association of County Engineers
Our annual conference is in California next spring. I am again requesting to attend.

Harris Shop Improvement Project
Work is getting close to substantially complete at the Harris Shop. I will have an update to share at the meeting.

TH 8 Reconstruction Project Update

As you will remember, the bat survey turned up two Federally listed Northern Long Eared bats. We are working with Mndot's Office of Environmental Stewardship on a path forward. Because these are a federally listed species, it will require full consolation with the U.S. Fish and Wildlife Service to determine what mitigation will be required. Unfortunately, this is expected to add months to our schedule. We were hoping for environmental clearance in a few months and now we are looking at next summer, at best. This will most likely push our preferred bid date of fall of 2025 to spring of 2026. We will continue to move forward on the design elements we can without environmental clearance but won't likely be able to get too far into the right of way process.

More to come on this as we move the process slowly forward.

Chisago County Request for Board Action

Meeting Date: November 15, 2024	***Item Number:*** **2**
Title of Item for Consideration: Out of State Travel Request – 2024 National Association of County Engineers (NACE), Riverside, California	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: The Out of State Travel request is for the annual National Association of County Engineers (NACE) conference, it is California. Topics this year include Bridge construction, Construction management, Pavement surfacing and preservation, Innovative Technology, Emergency management, Facilities, Fleet / asset management, Local Road Safety Plans, Solid waste and storm water control, Snow and Ice Removal, Water / wastewater, Professional Development, Federal legislation.

The conference is in Riverside, California and takes place from 4/15/2024 to 4/19/2024.

***Attachment(s)*:**

- Out of State Travel Request

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the request the Out of State Travel Request to attend the 2024 annual NACE conference from 4/15/2024 to 4/19/2024 in Riverside, California. The following motion is suggested:

"Move to approve the out of state travel request to attend 2024 NACE conference from 4/15/2024 to 4/19/2024 in Riverside, California at tonight's meeting."

Implications of Action: Approval will allow the Director to attend conference.

Budget/Financial Implications: Funding for project will come from 03-310-6245

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

Administrator's Recommendation

Approve C EB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	11/1/2023		
Employee Name	Joe Triplett		
Department	Public Works		
Destination	Riverside County, California		
Purpose of Travel	National Association of County Engineers Annual Conference		
Departure Date	4/15/2024		
Return Date	4/19/2024		
Total Travel Expenses	**$1,630.00**		
Supervisor Name (PRINT)	Joe Triplett		
Supervisor's Signature		**Date Approved**	11/1/23
County Board Signature		**Date Approved**	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare		$200.00	[redacted]	$200.00
Ground Transportation		$30.00	1	$30.00
Conference/Registration Fees		$650.00	1	$650.00
Lodging		$140.00	5	$700.00
Meals		$50.00	1	$50.00
Mileage			1	$0.00
		Grand Total		$1,630.00

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **3**
Title of Item for Consideration: Local Agency Support for Applications for Funding from Local Road Improvement Program	
Action Requested by: Joe Triplett, P.E.	***Department:*** Chisago County Public Works
Previous Action on this Matter: None.	

Background: The Legislature appropriated funding into the Local Road Improvement Program for projects to be bid out in the years 2024 - 2026. Part of the application process requires the local agency support the application by passing a resolution of support. The County is looking to apply for funding for 5 different projects already in the Chisago County TIP. If selected, the funding would help offset the County's construction costs, potentially freeing up funds for more projects.

Attachment(s):

- Resolution

Action Requested/Recommended: The County Board is respectfully requested to approve the resolution in support for Applications for Funding from Local Road Improvement Program. The following motion is suggested:

"Move to approve the resolution for Applications for Funding from Local Road Improvement Program at tonight's meeting."

Implications of Action: Board approval will allow Public Works Director to apply for funding from the Local Road Improvement Program

***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 CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

COUNTY OF CHISAGO

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Chisago County Government Center
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County Administrator

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: 23/1115-XX
APPROVING LOCAL AGENCY SUPPORT FOR APPLICATIONS FOR FUNDING FROM LOCAL ROAD IMPROVEMENT PROGRAM

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

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

WHEREAS, Eligible projects would be anticipated for construction letting in years 2024 - 2026, and

WHEREAS, County applicants may request up to $1,500,000 for each proposed LRIP project; and

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

2024 Construction:
- CSAH 16 Reconditioning (CSAH 12 to CR 71)

2025 Construction:
- CSAH 30 Reconstruction (CSAH 17 to TH 95)

2026 Construction:
- TH 8/CSAH 26 Intersection Improvements
- CSAH 10 Reconstruction (CSAH 8 to I-35)
- CSAH 19 Reconstruction (CSAH 34 to CSAH 14)

WHEREAS, the estimated project costs will exceed the amount of LRIP funding, County Funding will be used by the County to pay the additional cost.

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

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson
OPPOSED: None.

Approved: November 15, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
Clerk of the Board

Chisago County Request for Board Action

Meeting Date: November 15, 2023	***Item Number:*** **4**
Title of Item for Consideration: Public Works Equipment Requests –2024 CIP – Skidsteers 272 and 299, 938M Loader, Chainsaws, Crash Attenuators, Loader Snowblower, Thermoplastic Heater, Vehicle Lift, and Weed Whips	
Action Requested by: Joe Triplett, County Engineer	***Department:*** Public Works
Previous Action on this Matter: None	

Background: Staff solicited competitive quotes for the purchase of the following new equipment purchases: Skidsteers 272 and 299, 938M Loader, Chainsaws, Crash Attenuators, Loader Snowblower, Thermoplastic Heater, Vehicle Lift, and Weed Whips. Pursuant to Chisago County Purchasing Policy, the purchases/order are presented for approval.

Each of the requests was approved by the Chisago County Board of Commissioners, as items in the 2024 CIP.

272D3 Skidsteer - $83,244.88. The 2024 CIP allocated $85,000 from the approved 2024 Capital Improvement Plan. **A savings of $1,755.12.**

299D3 Skidsteer - $110,824.81. The 2024 CIP allocated $111,000 from the approved 2024 Capital Improvement Plan. **A savings of $175.19.**

938M Wheel Loader - $291,730.04. The 2024 CIP allocated $300,000 from the approved 2024 Capital Improvement Plan. **A savings of $8,269.96.**

Chainsaws - $8,309.54. The 2024 CIP allocated $8,000 from the approved 2024 Capital Improvement Plan. **A overspend of $309.54.**

Crash Attenuators - $62,900. The 2024 CIP allocated $65,000 from the approved 2024 Capital Improvement Plan. **A savings of $2,100.**

Snowblower for 938 Loader - $62,500. The 2024 CIP allocated $65,000 from the approved 2024 Capital Improvement Plan. **A savings of $2,500.**

Thermoplastic Heater - $9,000. The 2024 CIP allocated $340,000 from the approved 2024 Capital Improvement Plan. **A savings of $1,000.**

Vehicle Lift – $24,104.11. The 2024 CIP allocated $50,000 from the approved 2024 Capital Improvement Plan. **A savings of $25,896.89.**

Weed Whips - $5,399.52. The 2024 CIP allocated $6,500 from the approved 2024 Capital Improvement Plan. **A savings of $1,100.48.**

There would be a total savings of **$42,488.10** for all these purchases.

***Attachment(s)*:**

- Equipment Expenditure Requests – Skidsteers 272 and 299, 938M Loader, Chainsaws, Crash Attenuators, Loader Snowblower, Thermoplastic Heater, Vehicle Lift, and Weed Whips

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively approve the purchase of 2024 Public Works requests: Skidsteers 272 and 299, 938M Loader, Chainsaws, Crash Attenuators, Loader Snowblower, Thermoplastic Heater, Vehicle Lift, and Weed Whips. The suggested motion to approve this action is as follows:

"Move to approve the purchase of 2024 Public Works requests: Skidsteers 272 and 299, 938M Loader, Chainsaws, Crash Attenuators, Loader Snowblower, Thermoplastic Heater, Vehicle Lift, and Weed Whips."

Implications of Action: Recommended Board action results in new equipment orders for the Public Works Department.

Budget/Financial Implications: The proposals presented would save $42,488.10 from what was budgeted in the 2024 CIP.

Legal/Policy Implications: The proposals were solicited and obtained in accordance the Chisago County Purchasing Policy.

Administrator's Recommendation

Approve C EB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

CHISAGO COUNTY
Equipment Expenditure Request

for assets $1,000 or more

Fill out form **completely**

revised 10/2013

Date 10/30/2023

Asset Description - 272D3 Skid Steer

PWKS-0405

Estimated Cost - $ 83,224.88

Was this item budgeted for this year's department budget? Yes X No

If yes, what budget? CIP PWKS-0405

If no, please explain AND source of funds

Department and/or location of equipment - Center City Highway Dept.

Is this a replacement? If yes, explain - Replacing unit 237

Reference asset tag number and/or description of item you are replacing

COMPLETED FORM AND APPROVAL IS REQUIRED PRIOR TO PURCHASE

This request has been reviewed by the Department Head, County Administrator and County Auditor for consistency, uniformity and budget planning. Including information on total cost such as tax, interest and rental costs.

SIGNATURES REQUIRED

Requestor - DATE 10/30/23

Department Head - DATE 10/31/23

County Administrator - DATE

County Auditor - DATE

Complete asset detail below once items are delivered - forward to Auditor's office WITH invoice that is to be paid

Serial Number Capital Asset Tag #

Year/Make/Model

Serial Number Capital Asset Tag #

Year/Make/Model

Serial Number Capital Asset Tag #

Year/Make/Model

When making a software and/or computer affiliated purchase MICS approval and ordering is required

MICS OFFICE USE

Purchase Order: Approved:

Vendor: Date:

Inventory Y or N:

AUDITOR'S OFFICE USE DEPUTY AUDITOR INITIALS

Vendor Paid - Warrant Number -

G/L Account - Date Paid -

Amount -

ZIEGLER CAT

205207-01

Jul 19, 2023

CHISAGO COUNTY PUBLIC WORKS
DIV HIGHWAY OPERATIONS
313 N MAIN ST RM 400
CENTER CITY, MN 55012-7698

Dear Tony,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 272D3 Skid Steer Loader

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

VJ Polkus
Territory Manager

Caterpillar Model: 272D3 Skid Steer Loader

REF #	DESCRIPTION	LIST PRICE
597-4539	272D3 SKID STEER LOADER	$73,520.00
356-6082	REAR LIGHTS	$0.00
542-6994	SEAT BELT, 2"	$0.00
331-2490	TIRES, 14/17.5 CAT 14PR	$2,951.67
563-1163	CERTIFICATION ARR, P65	$0.00
512-4282	INSTRUCTIONS, ANSI, USA	$0.00
345-3556	HEATER, ENGINE COOLANT, 120V	$236.69
568-5612	BATTERY,EXTRA HEAVY DUTY, DISC	$247.74
435-9238	FILM, SELF LEVEL, ANSI	$0.00
512-3401	QUICK COUPLER, HYDRAULIC	$1,201.85
573-8121	PRODUCT LINK, CELLULAR PL641	$568.23
588-9097	CAB PACKAGE, ULTRA	$19,312.47
539-8061	DOOR, CAB, POLYCARBONATE	$258.79
512-3491	RIDE CONTROL	$1,266.32
345-5148	COUNTERWEIGHT,MACHINE,EXTERNAL	$1,243.29
	TOTAL LIST PRICE	$100,807.03
	TOTAL STATE BID DISCOUNT (20.5% OF LIST)	($20,665.44)
	TOTAL CONFIGURED PRICE	$80,141.59
0P-9003	LANE 3 ORDER	$0.00
421-8926	SERIALIZED TECHNICAL MEDIA KIT	$0.00
0P-0210	PACK, DOMESTIC TRUCK	$0.00
0P-2266	SHIPPING/STORAGE PROTECTION	$249.58
	TOTAL NET ITEMS	$249.58
	36 MO/1000 HR PREMIER WARRANTY (TIER 4)	$1,420.00
279-5377	BUCKET-GP, 80", BOCE	$1,413.71
	TOTAL POST FACTORY ITEMS	$2,833.71
	TOTAL STATE BID PRICE	**$83,224.88**

CHISAGO COUNTY
Equipment Expenditure Request

for assets $1,000 or more

Fill out form **completely**

revised 10/2013

Date 10/30/2023

Asset Description - 299D3 Skid Steer

PWKS-0406

Estimated Cost - $ 110,824.81

Was this item budgeted for this year's department budget? Yes X No

If yes, what budget? CIP PWKS-0406

If no, please explain AND source of funds

Department and/or location of equipment - Center City Highway Dept.

Is this a replacement? If yes, explain - Replacing unit 352 (transfering 352 to Parks Dpt.)

Reference asset tag number and/or description of item you are replacing

COMPLETED FORM AND APPROVAL IS REQUIRED PRIOR TO PURCHASE

This request has been reviewed by the Department Head, County Administrator and County Auditor for consistency, uniformity and budget planning. Including information on total cost such as tax, interest and rental costs.

SIGNATURES REQUIRED

Requestor - DATE 10/30/23

Department Head - DATE 10/31/23

County Administrator - DATE

County Auditor - DATE

Complete asset detail below once items are delivered - forward to Auditor's office WITH invoice that is to be paid

Serial Number Capital Asset Tag #

Year/Make/Model

Serial Number Capital Asset Tag #

Year/Make/Model

Serial Number Capital Asset Tag #

Year/Make/Model

When making a software and/or computer affiliated purchase MICS approval and ordering is required

MICS OFFICE USE

Purchase Order: Approved:

Vendor: Date:

Inventory Y or N:

AUDITOR'S OFFICE USE DEPUTY AUDITOR INITIALS

Vendor Paid - Warrant Number -

G/L Account - Date Paid -

Amount -

ZIEGLER CAT

205208-03

October 13, 2023

CHISAGO COUNTY PUBLIC WORKS
DIV HIGHWAY OPERATIONS
313 N MAIN ST RM 400
CENTER CITY, MN 55012-7698

Dear Tony,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 299D3 Compact Track Loader

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

VJ Polkus
Territory Manager

Caterpillar Model: 299D3 Compact Track Loader

REF #	DESCRIPTION	LIST PRICE
597-4541	299D3 COMPACT TRACK LOADER	$107,940.00
454-6079	TRACK,RUBBER,450MM(17.7 IN)BAR	$871.45
568-5612	BATTERY,EXTRA HEAVY DUTY, DISC	$248.06
356-6082	REAR LIGHTS	$0.00
542-6994	SEAT BELT, 2"	$0.00
563-1163	CERTIFICATION ARR, P65	$0.00
512-4284	INSTRUCTIONS, ANSI, USA	$0.00
345-3556	HEATER, ENGINE COOLANT, 120V	$237.00
512-3401	QUICK COUPLER, HYDRAULIC	$1,203.43
588-9140	CAB PACKAGE, ULTRA	$18,074.53
573-8121	PRODUCT LINK, CELLULAR PL641	$568.98
435-9238	FILM, SELF LEVEL, ANSI	$0.00
586-1308	DOOR, CAB, POLYCARBONATE	$259.13
345-5148	COUNTERWEIGHT,MACHINE,EXTERNAL	$1,244.93
555-7209	KIT, AXLE STOP	$494.28
512-3491	RIDE CONTROL	$1,267.98
	TOTAL LIST PRICE	$132,409.78
	TOTAL CORPORATE DISCOUNT (20.2% OF LIST)	($26,746.78)
	TOTAL STATE BID PRICE	$105,663.00
421-8926	SERIALIZED TECHNICAL MEDIA KIT	$0.00
0P-0210	PACK, DOMESTIC TRUCK	$0.00
	TOTAL NET ITEMS	$0.00
	36 MO/1000 HR PREMIER WARRANTY (TIER 4)	$3,040.00
	LABOR TO INSTALL AXLE STOPS	$600.00
296-8192	BUCKET-GP, 86", BOCE	$1,521.80
	TOTAL POST FACTORY ITEMS	$5,161.80
	TOTAL STATE BID PRICE	**$110,824.81**

CHISAGO COUNTY
Equipment Expenditure Request

for assets $1,000 or more

Fill out form **completely**

revised 10/2013

Date 10/30/2023

Asset Description - 938M Wheel Loader

PWKS-0402

Estimated Cost - $ 291,730.04

Was this item budgeted for this year's department budget? Yes X No

If yes, what budget? CIP PWKS-0402

If no, please explain AND source of funds

Department and/or location of equipment - Center City Highway Dept.

Is this a replacement? If yes, explain - Replacing Unit 386

Reference asset tag number and/or description of item you are replacing

COMPLETED FORM AND APPROVAL IS REQUIRED PRIOR TO PURCHASE

This request has been reviewed by the Department Head, County Administrator and County Auditor for consistency, uniformity and budget planning. Including information on total cost such as tax, interest and rental costs.

SIGNATURES REQUIRED

Requestor - Tony Miller DATE 10/30/23

Department Head - DATE 10/31/23

County Administrator - DATE

County Auditor - DATE

Complete asset detail below once items are delivered - forward to Auditor's office WITH invoice that is to be paid

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

When making a software and/or computer affiliated purchase MICS approval and ordering is required

MICS OFFICE USE

Purchase Order: _____ Approved: _____

Vendor: _____ Date: _____

Inventory Y or N: _____

AUDITOR'S OFFICE USE DEPUTY AUDITOR INITIALS _____

Vendor Paid - _____ Warrant Number - _____

G/L Account - _____ Date Paid - _____

Amount - _____

ZIEGLER CAT

205209-01

Jul 19, 2023

CHISAGO COUNTY PUBLIC WORKS
DIV HIGHWAY OPERATIONS
313 N MAIN ST RM 400
CENTER CITY, MN 55012-7698

Dear Tony,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 938M Wheel Loader

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

VJ Polkus
Territory Manager

Caterpillar Model: 938M Wheel Loader

REF #	DESCRIPTION	LIST PRICE
541-2673	938M WHEEL LOADER	$289,920.08
430-2943	PREP PACK, UNITED STATES	$0.00
333-6858	STEERING, STANDARD	$0.00
349-8013	DIFFERENTIAL,LIMITED SLIP REAR	$3,772.11
372-1868	STANDARD RADIO (12V)	$910.35
467-7990	COUNTERWEIGHT,3770LBS,HEAV,7PC	$3,305.26
430-2860	RIDE CONTROL	$4,985.90
333-1425	WARNING, BEACON, LED STROBE	$328.66
387-4097	FILM GP, AGGREGATE	$0.00
565-0909	PRODUCT LINK, CELLULAR PLE641	$450.04
536-5314	QUICK COUPLER, FUSION	$5,181.98
536-5320	ENVIRONMENT, STANDARD	$0.00
536-5343	HYDRAULICS, 3V, CPLR READY, SL	$2,922.45
563-5967	SEAT, DELUXE	$1,316.50
549-0451	CAB, DELUXE	$5,051.26
461-2924	TIRES, 23.5R25 MX XHA2 * L3	$30,438.29
445-4725	JUMPER LINES, AUX 3RD, FUSION	$714.27
536-5284	HYDRAULICS, STANDARD	$0.00
530-1628	LINES, AUX 3RD, STD LIFT	$376.28
541-3066	LIGHTS, ROADING, HALOGEN, RH	$0.00
619-8439	HYDRAULIC OIL, STANDARD	$0.00
559-0844	LIGHTS, AUX, LED, PREMIUM	$1,260.48

REF #	DESCRIPTION	LIST PRICE
525-5974	WEATHER, COLD START 120V	$2,609.66
527-0422	ENGINE	$0.00
451-1411	BUCKET-S&G, 4.2 YD3, FUS, BOCE	$13,551.58
430-2850	FENDERS, FULL COVER	$3,305.26
491-7922	TOOLBOX AUX	$625.57
616-0037	HOLDER,CELL PHONE	$100.84
492-6471	CONTROL GP, PAYLOAD	$6,068.99
494-7948	CONTROL GP, PRINTER	$2,068.12
	TOTAL LIST PRICE	$379,263.94
	TOTAL STATE BID DISCOUNT (28% OF LIST)	($106,193.90)
	TOTAL CONFIGURED PRICE	$273,070.04
0P-9003	LANE 3 ORDER	$0.00
421-8926	SERIALIZED TECHNICAL MEDIA KIT	$0.00
	TOTAL NET ITEMS	$0.00
	84 MO / 5,000 HR PREMIER WARRANTY	$11,660.00
	EQUIPCOAT SPRAY CORROSIVE INHIBITOR	$6,000.00
	LABOR TO CALIBRATE CAT PRODUCTION MANAGEMENT (INTEGRATED SCALE)	$1,000.00
	TOTAL POST FACTORY ITEMS	$18,660.00
	TOTAL STATE BID PRICE	**$291,730.04**

CHISAGO COUNTY
Equipment Expenditure Request
for Fixed Asset Purchases

for assets $3,000 or more

APPROVAL IS REQUIRED PRIOR TO PURCHASE

orders are not to be split to avoid policy limits

revised 01/2022

Date 11/1/2023

Asset Description - Chainsaws

PWKS-0407

Estimated Cost - $8,309.54

Was this item budgeted for this year's department budget? Yes _____ No x

If yes, what budget? C.I.P.

If no, please explain _____

AND source of funds _____

Department and/or location of equipment - Public Works - Harris & Center City

Is this a replacement? If yes, explain - _____

Reference asset tag number and/or description of item you are replacing

This request has been reviewed by the Department Head, and if applicable, County Administrator for consistency, uniformity, policy compliance and budget planning. Including information on total cost such as tax, interest and rental costs.

SIGNATURES REQUIRED

Requestor - _____ DATE 11/1/23

Department Head - _____ DATE 11/1/23

Required if purchase is $3,000 - $25,000

County Administrator - _____ DATE

Required if purchase is > $25,000

Board Approved - YES _____ NO _____

MTG DATE DATE TO BE APPROVED

Complete asset detail below once items are delivered - forward to Auditor's office WITH invoice that is to be paid

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

When making a software and/or computer affiliated purchase MICS approval and ordering is required

MICS OFFICE USE

Purchase Order: _____ Approved: _____

Vendor: _____ Date: _____

Inventory Y or N: _____

AUDITOR'S OFFICE USE

Vendor Paid - _____ Warrant Number - _____

G/L Account - _____ Date Paid - _____

Amount - _____

MINNESOTA EQUIPMENT
Providing Solutions Since 1916

233 Cajima Street
Isanti, MN 55040
(763) 444-8873
Fax: (763) 444-6597
Email: isantiparts@mnequip.com

Rogers, MN
(763) 428-4107

Savage, MN
(952) 890-9242

Ham Lake, MN
(763) 755-2347

Ship To:

Branch		
ISANTI		AYYYYY
Date	Time	Page
11/01/23	08:47:24 (O)	01
Account No.	Phone No.	
CHISA006	6516744411	PICPAK
Ship Via	Purchase Order	
	Salesperson	
	JCW	

Invoice To: CHISAGO CO. HWY. DEPT.
313 North Main St
Center City MN 55012

PACKING SLIP - NOT AN INVOICE

ORDER#: 213034.06

STORE HOURS: MON-FRI 8:00AM-6:00PM SAT 9:00AM-2:00PM
VISIT US ON THE WEB AT www.MinnesotaEquipment.com
SHARE YOUR E-MAIL FOR PARTS PROMOTIONS AND VALUABLE COUPONS
ALL CORE RETURNS MUST HAVE ORIGINAL PACKAGING TO RECEIVE CREDIT

Part#	Description	Bin	ORD	ISS	SHP	B/O	UTTTT	Price	Amount
11402000683	MS362 20" 33RS3		4			RETAIL		899.99	
						4		791.99	NOT ORDERED
	NOTE: 11402000683 IS A REPLACEMENT FOR MS362								
FS240	BRUSH CUTTER	NO BIN	8	1		RETAIL		729.99	
						7		642.39	NOT ORDERED
MS500I	MS500i CHAINSAW STIHL3		2	2		RETAIL		1559.99	
								1372.79	2745.58
40028202300	Mowing head Pol STIHL8		8			RETAIL		36.99	
						8	**	32.55	NOT ORDERED

PRICES REFLECT 12% GOVERNMENT DISCOUNT JCW

SUB TOTAL==>	11313.06
STATE TAX 6.875%	17.90
ISANTI COUNTY TAX .5%	1.30
PAID BY CREDIT CARD	11332.26

SAWS

Bruce A. Lind

From: Nick Feltz <nickf@farrellequipment.com>
Sent: Tuesday, October 31, 2023 4:22 PM
To: Bruce A. Lind
Subject: Quote

This is an external email message!
This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Bruce,

The Milwaukee 2826-22T kit runs $699. I do not have our new flyer out, but when you are ready to purchase the saw I will see what we will have to offer.

Thanks,

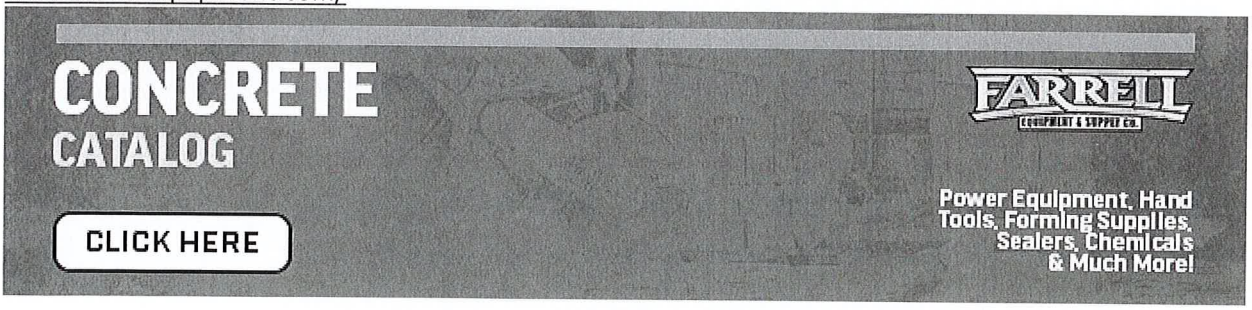
Nick Feltz
Sales Representative

9210 52nd Ave N
New Hope, MN 55428
Office: (651) 756-8932
Cell: (612) 741-0463
Email: nickf@farrellequipment.com

FARRELL
EQUIPMENT & SUPPLY CO., INC.
"Serving the Construction Industry Since 1968!"
Connect with us:

www.farrellequipment.com/

2 @ $699.00 => $1398.00



+ 22 more

Visit Milwaukee Store

Milwaukee M18 FUEL 16 in. Chainsaw Kit

SKU# 2727-21HD

4.7 2441 Reviews Write a Review

In Stock

Delivery to - Add Zip Code

No Air Shipments

Free Shipping (Ground shipping to lower 48)

Acme Tools Guarantee

$499.00 List: ~~$702.00~~

2 @ $499 = => $998

− 1 + ADD TO CART

Secure Transaction

DON'T FORGET

Milwaukee Chainsaw Case
SKU# 49-16-2747
$79.00 List: ~~$131.00~~
+ ADD TO CART

Milwaukee 16 in. .043 56 Link Replacement...
SKU# 49-16-2715
$19.97 List: ~~$27.00~~
+ ADD TO CART

Oregon 1qt
SKU# 54
$8.55
+

YOU MAY ALSO LIKE

Milwaukee M18 FUEL 16 in. Chainsaw (Bare Tool)
SKU# 2727-20
Free Shipping
$329.00 List: ~~$508.00~~
+ ADD TO CART

Milwaukee M18 FUEL Hatchet 8" Pruning Saw...
SKU# 3004-20
Free Shipping
$279.00 List: ~~$504.20~~
+ ADD TO CART

Milwaukee M18 FUEL 16 in Chainsaw (Bare Tool)...
SKU# 2727-20-49-16-2715
Free Shipping
$353.97 List: ~~$535.00~~
+ ADD TO CART

Milwaukee M18 FUEL 10" Pole Saw Kit with QUIK-...
SKU# 2825-21PS
Free Shipping
$449.00 List: ~~$678.00~~
+ ADD TO CART

Milwaukee M18 FUEL 1⁴ Top Handle Chainsaw 2.
SKU# 2826-22T
Free Shipping
$699.00 List: ~~$1,188.~~
+ ADD TO CART

DESCRIPTION | FEATURES | SPECIFICATIONS | FROM MANUFACTURER | CUSTOMER REVIEWS

DESCRIPTION

Milwaukee M18 FUEL 16 in. Chainsaw Kit

The Milwaukee M18 FUEL™ 16 in. Chainsaw delivers the power to cut hardwoods, cuts faster than gas, and delivers up to 150 cuts per charge. The unit is designed to meet the performance, durability and ergonomic needs of professional landscape maintenance, power utility, and the installed M18 user. The POWERSTATE™ brushless motor maintains speed under heavy loads without bogging down to outperform small gas engines and higher voltage systems. REDLINK Plus™ intelligence ensures maximum performance and protection from overload, overheating and over discharge. The M18™ REDLITHIUM™ HIGH OUTPUT™ HD12.0 battery delivers unmatched run-time in all applications. M18 FUEL™ technology allows the unit to reach full throttle in under 1 second providing ultimate control and productivity.

California Proposition 65 Warning.

FEATURES

- POWERSTATE™ Brushless motor: purposely built for the M18 FUEL™ 16 in. chainsaw to generate the power and performance of a gas engine up to 40CC
- REDLINK Plus™ intelligence: ensures optimal performance and provides overload protection to prevent damage to the tool and battery during heavy applications while still maintaining compatibility across the entire M18™ system
- REDLITHIUM™ HIGH OUTPUT™ HD12.0 battery pack: provides 50% more power and runs 50% cooler versus standard REDLITHIUM™ HD packs; superior pack construction provides the industry's best protection against jobsite conditions
- 16 in. Oregon bar and chain
- Dual-stud for improved bar and chain retention
- Automatic oiler for proper chain lubrication and increased productivity
- Onboard storage for scrench

GET $10 OFF

4.6 ★★★★★ Google Customer Reviews

CHISAGO COUNTY
Equipment Expenditure Request
for Fixed Asset Purchases

for assets $3,000 or more

revised 01/2022

APPROVAL IS REQUIRED PRIOR TO PURCHASE

orders are not to be split to avoid policy limits

Date 11/1/2023

Asset Description - Crash Attenuators

PWKS-0410

Estimated Cost - $62,900

Was this item budgeted for this year's department budget? Yes _____ No x

If yes, what budget? _____

If no, please explain C.I.P.

AND source of funds _____

Department and/or location of equipment - Public Works

Is this a replacement? If yes, explain - no

Reference asset tag number and/or description of item you are replacing

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SIGNATURES REQUIRED

Requestor - _____ DATE 11/1/23

Department Head - _____ DATE 11/1/23

Required if purchase is $3,000 - $25,000

County Administrator - _____ DATE

Required if purchase is > $25,000

Board Approved - YES _____ NO _____

MTG DATE DATE TO BE APPROVED

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Year/Make/Model _____

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

When making a software and/or computer affiliated purchase MICS approval and ordering is required

MICS OFFICE USE

Purchase Order: _____ Approved: _____

Vendor: _____ Date: _____

Inventory Y or N: _____

AUDITOR'S OFFICE USE

Vendor Paid - _____ Warrant Number - _____

G/L Account - _____ Date Paid - _____

Amount - _____

Street Smart
SALES · RENTALS · SERVICE

Sale Quote

Street Smart Rentals, LLC
6811 137th Ave NE
Columbus, MN 55025

PREPARED FOR

Bruce Lind
Chisago County
(651) 213-8725
bruce.lind@chisagocountymn.gov

Quote # Q-20814-1
Date 7/19/2023
Expires On 8/18/2023
Rep Name Ryan Kilpatrick
Rep Phone (612) 597-5547
Rep Email rkilpatrick@streetsmartrental.com

Billing Address

Chisago County
313 N. Main St. Govt Center Room 400
Center City, MN 55012

Shipping/Pick Up Address

Chisago County
31325 Oasis Road
Center City, MN 55012

Pricing provided on this quote is valid for up to 30 days after the printed date. Thank you for your business!

PRODUCT CODE	DESCRIPTION	QTY	UNIT PRICE	TOTAL
100BE-0A1A1AA1372/10002-TL3M-12TA	Scorpion II MASH Trailer Attenuator TL-3 MnDOT Spec	2	$24,686.00	$49,372.00
10480	Folding upright	2	$2,741.00	$5,482.00
VM-4825	25L Vehicle-Mount AB	2	$2,643.00	$5,286.00
AB-Install	AB Install	2	$945.00	$1,890.00
WH-18-02	Small NEMA Box for TMA's	2	$185.00	$370.00

Subtotal*	$62,400.00
Est. Freight*	$500.00
Total*	$62,900.00

***Totals do not include Tax.** Taxes are applied on invoices if your account is not exempt.

This quote and any attachments originated from Street Smart Rentals, LLC may contain information that is proprietary, privileged client communications, or work product. If you are not the intended recipient, you are not authorized to read, retain, or distribute this information. If you received this in error, please notify the sender immediately and delete all copies.

CHISAGO COUNTY
Equipment Expenditure Request

for assets $1,000 or more

Fill out form **completely**

revised 10/2013

Date 10/30/2023

Asset Description - Snow Blower for 938 Loader

PWKS-0403

Estimated Cost - $ 62,500.00

Was this item budgeted for this year's department budget? Yes X No

If yes, what budget? CIP PWKS-0403

If no, please explain AND source of funds

Department and/or location of equipment - Center City Highway Dept.

Is this a replacement? If yes, explain -

Reference asset tag number and/or description of item you are replacing

COMPLETED FORM AND APPROVAL IS REQUIRED PRIOR TO PURCHASE

This request has been reviewed by the Department Head, County Administrator and County Auditor for consistency, uniformity and budget planning. Including information on total cost such as tax, interest and rental costs.

SIGNATURES REQUIRED

Requestor - DATE 10/30/23

Department Head - DATE 10/31/23

County Administrator - DATE

County Auditor - DATE

Complete asset detail below once items are delivered - forward to Auditor's office WITH invoice that is to be paid

Serial Number Capital Asset Tag #

Year/Make/Model

Serial Number Capital Asset Tag #

Year/Make/Model

Serial Number Capital Asset Tag #

Year/Make/Model

When making a software and/or computer affiliated purchase MICS approval and ordering is required

MICS OFFICE USE

Purchase Order: Approved:

Vendor: Date:

Inventory Y or N:

AUDITOR'S OFFICE USE DEPUTY AUDITOR INITIALS

Vendor Paid - Warrant Number -

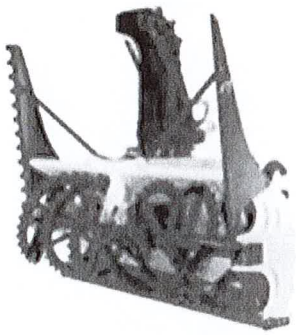
G/L Account - Date Paid -

Amount -

ITEMS FOR ADDITIONAL CONSIDERATION

Snow Wolf Model: 33-100 Hydraulic Driven Snow Blower

Coupler Style	Fusion
Working Width	106.5"
Working Height	44"
Discharge Height	124" - 160"
Weight	4,304 lbs
Required Hydraulic Flow	40 - 50 gpm



Will include controller, foam filled wheels, side plate, hydraulic wing and side cutters

Price **$62,500.00**

CHISAGO COUNTY
Equipment Expenditure Request
for Fixed Asset Purchases

for assets $3,000 or more

revised 01/2022

APPROVAL IS REQUIRED PRIOR TO PURCHASE

orders are not to be split to avoid policy limits

Date 11/1/2023

Asset Description - Thermoplastic Heater

PWKS-0401

Estimated Cost - $9,000

Was this item budgeted for this year's department budget? Yes _____ No x

If yes, what budget? _____

If no, please explain C.I.P.

AND source of funds _____

Department and/or location of equipment - Public Works Traffic Operations - Center City

Is this a replacement? If yes, explain - no

Reference asset tag number and/or description of item you are replacing

This request has been reviewed by the Department Head, and if applicable, County Administrator for consistency, uniformity, policy compliance and budget planning. Including information on total cost such as tax, interest and rental costs.

SIGNATURES REQUIRED

Requestor - _____ DATE 11/1/23

Department Head - _____ DATE 11/1/23

Required if purchase is $3,000 - $25,000

County Administrator - _____ DATE

Required if purchase is > $25,000

Board Approved - YES _____ NO _____

MTG DATE DATE TO BE APPROVED

Complete asset detail below once items are delivered - forward to Auditor's office WITH invoice that is to be paid

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

When making a software and/or computer affiliated purchase MICS approval and ordering is required

MICS OFFICE USE

Purchase Order: _____ Approved: _____

Vendor: _____ Date: _____

Inventory Y or N: _____

AUDITOR'S OFFICE USE

Vendor Paid - _____ Warrant Number - _____

G/L Account - _____ Date Paid - _____

Amount - _____

To: BEN UTECH Fax or Email: Ben.Utech@chisagocountymn.gov

Ennis-Flint, Inc.
Flint Trading Division
4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
United States of America
(800) 331-8118

<< QUOTE >>

QUOTE DATE	10/31/2023
QUOTE NO	00279032
CURRENCY ID	USD

SOLD TO
21187
CHISAGO COUNTY / MN
321 6TH AVENUE
31325 OASIS ROAD
CENTER CITY, MN 55012

SHIP TO
21187-1
CHISAGO COUNTY HWY DEPT
321 6TH AVENUE
31325 OASIS ROAD
CENTER CITY, MN 55012

CONTRACT NUMBER

TOTAL DUE 9,000.00

CSSR	SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
JAG	97		11/30/2023	10/31/2023	00279032	10/31/2023		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	INCOTERMS
Net 30 Days	QUOTE	TRUCK	CPT

ITEM ID	LOCATION	QUANTITY	UOM	QUOTE PRICE	EXT QUOTE PRICE
EQ-SR28 SR28 HEATER	FLINT01	1.000000	EA	8,500.000000	8,500.00
D Order Notes QUOTE PREPARED BY: JORDAN GLADNEY JGLADNEY@PPG.COM	FLINT01	1.000000	NA	0.000000	0.00
D2 FREIGHT CHARGES WILL APPLY WHEN INVOICED	FLINT01	1.000000	EACH	0.000000	0.00

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	CC Fee	TOTAL
0.00	8,500.00	500.00	0.00	0.00	9,000.00

All sales are subject to Ennis-Flint, Inc.'s (dba Flint Trading) Standard Terms and Conditions of Sale. A copy can be found on the Ennis-Flint website. For Remittance by Credit Card, a 3% transaction fee will be assessed.

CHISAGO COUNTY
Equipment Expenditure Request

for assets $1,000 or more

Fill out form **completely**

revised 10/2013

Date 10/30/2023

Asset Description - Vehicle lift

PWKS-0404

Estimated Cost - $ 24,104.11

Was this item budgeted for this year's department budget? Yes X No

If yes, what budget? PWKS-0404

If no, please explain AND source of funds

Department and/or location of equipment - Center City Fleet Maintenance Shop

Is this a replacement? If yes, explain -

Reference asset tag number and/or description of item you are replacing

COMPLETED FORM AND APPROVAL IS REQUIRED PRIOR TO PURCHASE

This request has been reviewed by the Department Head, County Administrator and County Auditor for consistency, uniformity and budget planning. Including information on total cost such as tax, interest and rental costs.

SIGNATURES REQUIRED

Requestor - DATE 10/30/23

Department Head - DATE 10/31/23

County Administrator - DATE

County Auditor - DATE

Complete asset detail below once items are delivered - forward to Auditor's office WITH invoice that is to be paid

Serial Number Capital Asset Tag #

Year/Make/Model

Serial Number Capital Asset Tag #

Year/Make/Model

Serial Number Capital Asset Tag #

Year/Make/Model

When making a software and/or computer affiliated purchase MICS approval and ordering is required

MICS OFFICE USE

Purchase Order: Approved:

Vendor: Date:

Inventory Y or N:

AUDITOR'S OFFICE USE DEPUTY AUDITOR INITIALS

Vendor Paid - Warrant Number -

G/L Account - Date Paid -

Amount -

Tony J. Nielsen

From: Dave Davenport <ddavenport@pump-meter.com>
Sent: Wednesday, September 13, 2023 1:42 PM
To: Tony J. Nielsen
Subject: RE: [EXT] Chisago County Highway

This is an external email message!
This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Install is $6,800.

From: Tony J. Nielsen <Tony.Nielsen@chisagocountymn.gov>
Sent: Wednesday, September 13, 2023 7:33 AM
To: Dave Davenport <ddavenport@pump-meter.com>
Subject: RE: [EXT] Chisago County Highway
Importance: High

Hey Dave,

I am down to a few hours, any chance you have the rest of the quote?

24/104 11

Tony Nielsen | Fleet Maintenance Supervisor
Public Works
31325 Oasis Rd
Center City, MN 55012
Tony.Nielsen@chisagocountymn.gov
Phone: 651-213-8752

'Chisago County was created by the State of Minnesota to serve, protect, and enhance the quality of life for those we serve.'

NOTICE: E-mail correspondence to and from Chisago County may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

From: Dave Davenport <ddavenport@pump-meter.com>
Sent: Wednesday, September 6, 2023 12:05 PM
To: Tony J. Nielsen <Tony.Nielsen@chisagocountymn.gov>; Dave Davenport <ddavenport@pump-meter.com>
Subject: Re: [EXT] Chisago County Highway

This is an external email message!

Vehicle Service Group
NASPO ValuePoint
Equipment Quotation

Quote # : 2023511A
Date: 9/5/2023
Requested By:
Quote Expires: 1/3/2024
Payment Terms: 1/2%-15th,NET 30
Warranty: 1yr. Parts & Labor

Prepared By: Kathy Brown

*If completion of installation is delayed more than one month due to governmental entity delays (i.e. electrical, etc.), Rotary can request partial payment for work completed. (both equipment and installation).

Note: Quote for equipment only.

Project Name: Chisago County Highway

Model No.	Description	Per Unit Price	Qty.	Extended Price
SL212 Shockwave	Lift, 12,000 lb SmartLift w/TRIO truck adapters, SW Includes (4) 3 1/2"	$ 17,304.11	1	$ 17,304.11
(SL212U1110BL)	T130660 extensions and (4) 5" T130661 extensions.			
	*Quote for equipment only			
	*Does not include any applicable sales tax			

Total Price: **$ 17,304.11**

ADDITIONALTERMS AND CONDITIONS: By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the extisting agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be binding on VSG, unless expressly accepted by VSG in writing.

DISCLAIMER: Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock, in-floor heating system, high water conditions, or any othertype of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

DELAY: Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or ommission of Customer or any third party other than VSG or its sub-contractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

*Cancelled orders or returned goods are subject to 20% restocking fee

Master Agreement: CW7254
CAGE #: 7K311
Tax ID #: 90-0501347
DUNS #: 00-638-2634

Rotary Lift
2700 Lanier Dr.
Madison, IN 47250
Kathy Brown, Government Sales Leader
800.445.5438 x 5655

CHISAGO COUNTY
Equipment Expenditure Request
for Fixed Asset Purchases

for assets $3,000 or more

revised 01/2022

APPROVAL IS REQUIRED PRIOR TO PURCHASE

orders are not to be split to avoid policy limits

Date 11/1/2023

Asset Description - Weed Whips - 8

PWKS-0408

Estimated Cost - $5,399.52

Was this item budgeted for this year's department budget? Yes _____ No x

If yes, what budget? C.I.P.

If no, please explain _____

AND source of funds _____

Department and/or location of equipment - Public Works - Harris & Center City

Is this a replacement? If yes, explain - _____

Reference asset tag number and/or description of item you are replacing

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SIGNATURES REQUIRED

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Department Head - _____ DATE 11/1/23

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County Administrator - _____ DATE

Required if purchase is > $25,000

Board Approved - YES _____ NO _____

MTG DATE DATE TO BE APPROVED

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Year/Make/Model _____

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Year/Make/Model _____

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Year/Make/Model _____

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Inventory Y or N: _____

AUDITOR'S OFFICE USE

Vendor Paid - _____ Warrant Number - _____

G/L Account - _____ Date Paid - _____

Amount - _____

MINNESOTA EQUIPMENT
Providing Solutions Since 1916

233 Cajima Street
Isanti, MN 55040
(763) 444-8873
Fax: (763) 444-6597
Email: isantiparts@mnequip.com

Rogers, MN
(763) 428-4107

Savage, MN
(952) 890-9242

Ham Lake, MN
(763) 755-2347

Ship To:

Branch		
ISANTI		AYYYYY
Date	Time	Page
11/01/23	08:47:24 (O)	01
Account No.	Phone No.	
CHISA006	6516744411	PICPAK
Ship Via	Purchase Order	
	Salesperson	
	JCW	

Invoice To: CHISAGO CO. HWY. DEPT.
313 North Main St
Center City MN 55012

PACKING SLIP - NOT AN INVOICE

ORDER#: 213034.06

STORE HOURS: MON-FRI 8:00AM-6:00PM SAT 9:00AM-2:00PM
VISIT US ON THE WEB AT www.MinnesotaEquipment.com
SHARE YOUR E-MAIL FOR PARTS PROMOTIONS AND VALUABLE COUPONS
ALL CORE RETURNS MUST HAVE ORIGINAL PACKAGING TO RECEIVE CREDIT

Part#	Description	Bin	ORD	ISS	SHP	B/O	UTTTT	Price	Amount
11402000683	MS362 20" 33RS3		4			RETAIL		899.99	
						4		791.99	NOT ORDERED
	NOTE: 11402000683 IS A REPLACEMENT FOR MS362								
FS240	BRUSH CUTTER	NO BIN	8	1		RETAIL		729.99	
						7		642.39	NOT ORDERED
MS500I	MS500i CHAINSAW STIHL3		2	2		RETAIL		1559.99	
								1372.79	2745.58
40028202300	Mowing head Pol STIHL8		8			RETAIL		36.99	
						8	**	32.55	NOT ORDERED

PRICES REFLECT 12% GOVERNMENT DISCOUNT JCW

SUB TOTAL==>	11313.06
STATE TAX 6.875%	17.90
ISANTI COUNTY TAX .5%	1.30
PAID BY CREDIT CARD	11332.26

WEED WHIPS

TAB 5

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, November 01, 2023

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

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

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

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

Chair Montzka gave the gavel to Vice-Chair Dunne.

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

On motion by Greene, seconded by Dahlberg, the Board moved to add items 1-8 except for item 6 due to waiting for state approval to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the board moved to close the HHS Committee Board of the Whole at 6:43 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the Consent Agenda with item 6 removed. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Directors Update
2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
3.) HHS Committee Recommendation – Out of State Travel Request - Connecticut

4.) HHS Committee Recommendation – TriMin System Service Agreement for 2024

5.) HHS Committee Recommendation – Children's Mental Health Screening Grant 2024

~~6.) HHS Committee Recommendation – 2024-2025 County MFIP Biennial Service Agreement~~

7.) HHS Committee Recommendation – Request to Hire CHW Jasmine Vann

8.) HHS Committee Recommendation – Opioid Settlement Council Name Change

9.) 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.

10.) Minutes from the October 18, 2023, Regular Meeting

11.) Recognition of County Staff November Anniversaries

On motion by Greene, seconded by Dahlberg, the Board moved to approve spending $26,012 to replace the furnaces, air conditioner, and water heater in the Chisago County 'Heartland Express' Building from the ARPA broadband fund. 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 spending an additional $2,952.00 for the removal of asbestos waterproofing uncovered in the foundations of the Old Jail and White House from the ARPA jail fund. 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 Commercial Lease agreement with Arrowhead Transit (AEOA) for the Heartland Express North Branch facility (beginning January 1st, 2024). 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 Minnesota Pollution Control Agency's Fiscal Year 2024 Environmental Assistance Grant Program Authorization Resolution, and Direct Staff to Finalize the Draft Application and Apply to the Environmental Assistance Greater Minnesota Recycling and Composting Grant Program for a Grant Award Not To Exceed $250,000 with up to $281,000 in Local Match funding, or as amended at tonight's meeting.

RESOLUTION NO. 23/1101-1
MINNESOTA POLLUTION CONTROL AGENCY
FISCAL YEAR 2024 GRANT PROGRAM
AUTHORIZATION RESOLUTION

WHEREAS, Chisago County has applied for a grant from the Minnesota Pollution Control Agency (MPCA), under its FY2024 Greater MN Waste Reduction, Reuse, Recycling and Composting Grant Program; and

WHEREAS, if MPCA funding is received, Chisago County is committed to implementing the proposed project as described in the grant application; and

WHEREAS, MPCA requires that Chisago County enter into a grant agreement with the MPCA that identifies the terms and conditions of the funding award;

BE IT RESOLVED THAT the Chisago County Board of Commissioners hereby agrees to enter into and sign a grant agreement with the MPCA to carry out the project specified therein and to comply with all of the terms, conditions, and matching provisions of the grant agreement and authorizes and directs Commissioner Ben Montzka to sign the grant agreement on its behalf. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve the invoice with ArcaSearch to complete the Chisago County Recorder Document Preservation Plan and authorize the expenditure of the Recorder Compliance Fund to pay. 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 2023 Seal-Coat Project, CP 013-SC-023 Final payment. 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 and execute the Grant Agreement and Approve the Resolution authorizing acceptance of the State of Minnesota Office of Justice Programs Grant by Chisago County Attorney and the Victim Services Program.

RESOLUTION NO. 23/1101-2
RESOLUTION AUTHORIZING ACCEPTANCE OF THE STATE OF MINNESOTA, OFFFICE OF JUSTICE PROGRAMS (OJP) GRANT BY THE CHISAGO COUNTY ATTORNEY AND VICTIM SERIVCES PROGRAM

WHEREAS, Chisago County, on behalf of the Chisago County Attorney has applied for Victim Services Grant funds available through the State of Minnesota, Department of Public Safety, Office of Justice Programs, to support the statutorily mandated services, pursuant to Minn. Stat. 611A.

NOW, THEREFORE BE IT RESOLVED, by the Chisago County Board of Commissioners, Chisago County, Minnesota, as follows:

1. That Chisago County, for and on behalf of the Chisago County Attorney and the Victim Services Program, hereby approves and authorizes the receipt of grant funds, effective

from the execution of the Grant Acceptance through September 30, 2024. The receipt of funds shall be for the operation of the Victim Services Program, consistent with State statutes and the guidelines implemented by OJP.

2. That the Chisago County Attorney, Janet Reiter, and/or Victim Services Coordinator, Andrea Story, is authorized to execute and accept the grant award and the Victim Services Coordinator and the County Attorney are authorized to sign any subsequent amendment or agreements that may be required by the State of Minnesota to access the resources, systems, or tools available pursuant to that grant award.

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 accept the October 27th Personnel Committee Report, change the Chisago County Sheriff's Office Recruiting and Retention Plan and create an MOU with the Deputies union, LELS, to address the 'lateral hire' hurdle of lateral hires losing sick banks, and approve the hiring of a FT Park Maintenance Technician and reduce the seasonal parks staffing. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Discussion of recording regular meetings. Motion by Swenson to record regular board meetings. The motion failed for lack of second.

Discussion of 2024 Chisago County Board of Commissioners Regular Meetings for 2024. ***No action taken.***

CITIZENS FORUM
TIME – 7:26 p.m. **END TIME –** 7:26 p.m.
# of SPEAKERS – 0

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

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

<u>Announce Closed Meeting</u>

Meetings of the Chisago County Board of Commissioners may be closed if the closure is expressly authorized by statute. Minn. Stat. §13D.03 subd. 1. The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.

On motion by Dahlberg, seconded by Dunne, the Board moved to close the County Board meeting at 7:45 p.m. related to allow the County Board to consider strategy for labor negotiations, including negotiation strategies, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board ended the closed meeting and reconvened the regular meeting at 8:20 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Commissioner Montzka offered a report of their respective committee assignments. ***No action was taken***

On motion by Greene, seconded by Swenson, the Board adjourned the meeting at 8:22 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
November 15, 2023

6

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $1,173,100.67

Please authorize payment for the following Human Services Warrants

Check Date	Amount		Board Date	Type of Check/Payments
11/17/2023	$ 30,281.35		11/15/2023	Commissioners Warrants
11/3/2023	$129,688.37			Auditors Warrants
	$159,969.72	Total		

Lake Area Bank; Derek Anklan; Sheriff; supplies; $36.00
Lake Area Bank; Karen Gates; Human Resources; registration; $535.48
Lake Area Bank; Jonathan Gray; Sheriff; registration; $998.35
Lake Area Bank; Mark Hendrickson; Probation; conference; $414.29
Lake Area Bank; Karen Long; Recorder; registration; $109.92
Lake Area Bank; Andrew Mahowald; Sheriff; conference; $1,018.43
Lake Area Bank; Daryl Moeller; Assessor; registration; $335.01
Lake Area Bank; Kyle Puelston; Sheriff; registration; $804.34
Lake Area Bank; Janet Reiter; County Attorney; registration, supplies; $1,600.90
Lake Area Bank; Kurt Schneider; Environmental Services; registration; $945.00
Lake Area Bank; Scott Sellman; Sheriff; registration, supplies; $500.00
Lake Area Bank; Barbara Shimmon; Public Works; supplies; $199.98
Lake Area Bank; Brandon Thyen; Sheriff; supplies; $87.94
Lake Area Bank; Joseph Triplett; Public Works; registration; $1,212.00
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; $103.66
Lake Area Bank; Polly Zais; Sheriff; registration; $176.00
Lake Area Bank; Todd McMurray; HHS; registration; $1,004.75
Lake Area Bank; Tracy Krona; HHS; supplies; $542.22

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	

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	10292	**AMAZON CAPITAL SERVICES**						
1		05-420-640-0000-6401		97.22	Supplies 10/26/2023 10/26/2023	137L-XWVD-49TF	Iv-D General Supplies	N
3		05-451-472-0000-6435		23.74	Supplies 10/26/2023 10/26/2023	16CK-G9LV-CDFK	Public Health Supplies	N
8		05-430-700-0000-6401		28.98	Supplies 11/05/2023 11/05/2023	1F1P-TTTV-GWJM	General Supplies	N
5		05-420-600-0000-6401		45.00	Supplies 11/03/2023 11/03/2023	1G4L-LFKV-66GL	General Supplies	N
5		05-430-700-0000-6401		67.50	Supplies 11/03/2023 11/03/2023	1G4L-LFKV-66GL	General Supplies	N
4		05-430-700-0000-6401		35.99	Supplies 11/02/2023 11/02/2023	1JDK-7DQ9-3X34	General Supplies	N
6		05-420-600-0000-6401		61.19	Supplies 11/03/2023 11/03/2023	1N31-9R7V-963F	General Supplies	N
6		05-430-700-0000-6401		91.79	Supplies 11/03/2023 11/03/2023	1N31-9R7V-963F	General Supplies	N
2		05-420-600-0000-6401		22.00	Supplies 10/29/2023 10/29/2023	1WVY-7FN7-JY93	General Supplies	N
2		05-430-700-0000-6401		32.99	Supplies 10/29/2023 10/29/2023	1WVY-7FN7-JY93	General Supplies	N
7		05-430-700-0000-6401		82.26	Supplies 11/05/2023 11/05/2023	1XJP-XFQ4-GCLN	General Supplies	N
	10292	**AMAZON CAPITAL SERVICES**		**588.66**	**11** Transactions			
	[redacted]	[redacted]						
9		05-451-480-0000-6846		600.00	Workforce Analysis&Development 10/01/2023 10/31/2023	October 2023	Workforce Grant Expense	Y
	[redacted]	[redacted]		**600.00**	**1** Transactions			
	1194	**BACH/SARAH**						
11		05-430-700-0000-6241		5.17	Client Meal Reimbursement 09/21/2023 09/21/2023		General Administration	N
10		05-430-700-0128-6335		68.78	Travel Expense-Mileage 09/25/2023 10/25/2023		Child Prot Staff Travel	N
	1194	**BACH/SARAH**		**73.95**	**2** Transactions			
	9260	**Benolken/Leah**						
12		05-420-600-0121-6335		195.19	Travel Expense-Mileage		Financial Travel	N

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Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
				10/25/2023 10/27/2023			
9260	**Benolken/Leah**		**195.19**	**1** Transactions			
3612	**BENSON/ROBERT**						
13	05-420-600-0133-6335		23.97	Travel Expense-Mileage		Director Travel	N
				09/25/2023 10/20/2023			
13	05-430-700-0133-6335		38.68	Travel Expense-Mileage		Director Travel	N
				09/25/2023 10/20/2023			
13	05-451-430-0000-6335		14.70	Travel Expense-Mileage		Worker Travel	N
				09/25/2023 10/20/2023			
3612	**BENSON/ROBERT**		**77.35**	**3** Transactions			
30071	**CHISAGO COUNTY RECORDER**						
16	05-420-600-0000-6242		26.00	Birth Certificate	2023-328	Birth Certificates	N
				10/03/2023 10/03/2023			
14	05-420-600-0000-6242		26.00	Birth Certificate	2023-344	Birth Certificates	N
				10/24/2023 10/24/2023			
15	05-420-600-0000-6242		26.00	Birth Certificate	2023-344	Birth Certificates	N
				10/31/2023 10/31/2023			
30071	**CHISAGO COUNTY RECORDER**		**78.00**	**3** Transactions			
30177	**CINTAS CORPORATION**						
17	05-420-600-0000-6241		6.67	Weekly Rug Service	4173261016	General Administration	N
				10/30/2023 10/30/2023			
17	05-430-700-0000-6241		13.33	Weekly Rug Service	4173261016	General Administration	N
				10/30/2023 10/30/2023			
17	05-451-430-0000-6800		15.09	Weekly Rug Service	4173261016	Other Expense	N
				10/30/2023 10/30/2023			
30177	**CINTAS CORPORATION**		**35.09**	**3** Transactions			
5161	**Department of Human Services**						
26	05-420-600-0000-6241		3,974.01	Merit System QE 09/30/2023	A300MR1324A	General Administration	N
				07/01/2023 09/30/2023			
26	05-430-700-0000-6241		5,961.01	Merit System QE 09/30/2023	A300MR1324A	General Administration	N
				07/01/2023 09/30/2023			
5161	**Department of Human Services**		**9,935.02**	**2** Transactions			
1464	**DHS MAXIS CASHIER**						
22	05-420-610-0000-6001		22.50	AFDC	A00MX13245J	Payments To Recipients	N
				07/01/2023 07/31/2023			

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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
23		05-420-620-0000-6001		101.50	GA 07/01/2023 07/31/2023	A00MX13245J	Payments To Recipients	N
25		05-420-660-0000-5839		3,273.00	GRH Recoveries 07/01/2023 07/31/2023	A00MX13245J	Grh Rec	N
24		05-420-660-0000-6001		1,256.07	GRH-IMD 07/01/2023 07/31/2023	A00MX13245J	Payments To Recipients	N
18		05-420-610-0000-6001		7.50	AFDC 06/01/2023 06/30/2023	A300MX13244I	Payments To Recipients	N
19		05-420-610-0000-6001		37.50	MFIP 06/01/2023 06/30/2023	A300MX13244I	Payments To Recipients	N
21		05-420-660-0000-5839		2,169.00	GRH Recoveries 06/01/2023 06/30/2023	A300MX13244I	Grh Rec	N
20		05-420-660-0000-6001		1,237.27	GRH-IMD 06/01/2023 06/30/2023	A300MX13244I	Payments To Recipients	N
	1464	**DHS MAXIS CASHIER**		**8,104.34**	**8** Transactions			
	9213	**Dwyer/Samantha**						
27		05-430-700-0137-6335		126.93	Travel Expense-Mileage 10/03/2023 10/31/2023		Adult Services Travel	N
	9213	**Dwyer/Samantha**		**126.93**	**1** Transactions			
	[redacted]	[redacted]						
28		05-451-440-0000-6837		3,262.50	Contracted Community Health 10/20/2023 11/05/2023		Federal Vaccine Grant Exp 04/21-12/21	N
	[redacted]	[redacted]		**3,262.50**	**1** Transactions			
	2824	**GRANDSTRAND FUNERAL HOME**						
29		05-420-622-0000-6006		1,500.00	[redacted] 10/21/2023 10/21/2023		Burials General Relief	N
	2824	**GRANDSTRAND FUNERAL HOME**		**1,500.00**	**1** Transactions			
	30285	**HEMOCUE AMERICA**						
30		05-451-472-0000-6435		366.00	HB201plus Single PK Cuvettes 10/11/2023 10/11/2023	3376680	Public Health Supplies	N
	30285	**HEMOCUE AMERICA**		**366.00**	**1** Transactions			
	5978	**HENNEPIN COUNTY**						
31		05-420-650-0000-6005		198.45	Medical Transportation Adm 10/24/2023 10/24/2023	214149	Ma Transportation	N
32		05-420-650-0000-6005		479.96	Medical Transportation Adm	214150	Ma Transportation	N

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
					10/24/2023 10/24/2023			
	5978	**HENNEPIN COUNTY**		**678.41**	**2** Transactions			
	[redacted]	[redacted]						
33		05-460-310-0000-6111		65.00	Per Diem		Per Diems for Opioid Council	Y
					10/19/2023 10/19/2023			
	[redacted]	[redacted]		**65.00**	**1** Transactions			
	3540	**IHRKE/KELLY**						
34		05-430-700-0127-6335		116.07	Travel Expense-Mileage		Mh Travel	N
					10/05/2023 10/30/2023			
	3540	**IHRKE/KELLY**		**116.07**	**1** Transactions			
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**						
35		05-420-600-0000-6401		194.36	Supplies	4361427	General Supplies	N
					10/24/2023 10/24/2023			
35		05-430-700-0000-6401		400.14	Supplies	4361427	General Supplies	N
					10/24/2023 10/24/2023			
35		05-451-430-0000-6401		548.77	Supplies	4361427	General Supplies	N
					10/24/2023 10/24/2023			
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**		**1,143.27**	**3** Transactions			
	9028	**Johanson/Brittany**						
36		05-430-700-0134-6335		32.82	Travel Expense-Mileage		DD Worker Travel	N
					10/03/2023 10/23/2023			
37		05-430-700-0137-6335		76.57	Travel Expense-Mileage		Adult Services Travel	N
					10/03/2023 10/23/2023			
	9028	**Johanson/Brittany**		**109.39**	**2** Transactions			
	3865	**JOHNSON/CHRISTINE**						
38		05-430-700-0000-6241		11.37	Client Meal Reimbursement		General Administration	N
					11/06/2023 11/06/2023			
40		05-430-700-0128-6240		152.95	Travel Expense-Lodging		Child Prot Staff Trng	N
					10/31/2023 11/01/2023			
41		05-430-700-0128-6335		149.26	Travel Expense-Car Rental		Child Prot Staff Travel	N
					10/31/2023 11/01/2023			
39		05-430-700-0128-6335		47.88	Travel Expense-Parking		Child Prot Staff Travel	N
					10/31/2023 11/01/2023			
	3865	**JOHNSON/CHRISTINE**		**361.46**	**4** Transactions			

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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
	10007	**LEXISNEXIS RISK SOLUTIONS**						
42		05-420-600-0000-6241		60.00	Monthly Lexis/Nexis - Acurrint 10/01/2023 10/31/2023	1223200	General Administration	N
42		05-430-700-0000-6241		90.00	Monthly Lexis/Nexis - Acurrint 10/01/2023 10/31/2023	1223200	General Administration	N
	10007	**LEXISNEXIS RISK SOLUTIONS**		**150.00**	**2** Transactions			
	[redacted]	[redacted]						
43		05-460-310-0000-6111		65.00	Per Diem 10/19/2023 10/19/2023		Per Diems for Opioid Council	Y
	[redacted]	[redacted]		**65.00**	**1** Transactions			
	13308	**MN COUNTIES COMPUTER COOPERATIVE**						
44		05-420-600-0132-6240		31.00	IFS Year End Training 10/25/2023 10/25/2023	2310160	Accounting Training	N
44		05-430-700-0132-6240		50.00	IFS Year End Training 10/25/2023 10/25/2023	2310160	Accounting Training	N
44		05-451-430-0000-6245		19.00	IFS Year End Training 10/25/2023 10/25/2023	2310160	Conferences, Training And Dues	N
	13308	**MN COUNTIES COMPUTER COOPERATIVE**		**100.00**	**3** Transactions			
	5189	**MN DEPT OF HEALTH VITAL STATISTICS**						
45		05-420-640-0000-6264		40.00	[redacted] 10/20/2023 10/20/2023	2855763	Paternity Costs	N
	5189	**MN DEPT OF HEALTH VITAL STATISTICS**		**40.00**	**1** Transactions			
	6059	**PALMER/RYAN**						
46		05-420-600-0121-6335		262.66	Travel Expense-Mileage 09/10/2023 10/13/2023		Financial Travel	N
	6059	**PALMER/RYAN**		**262.66**	**1** Transactions			
	9144	**Peterson/Samantha**						
47		05-430-700-0128-6335		32.75	Travel Expense-Mileage 10/26/2023 10/26/2023		Child Prot Staff Travel	N
	9144	**Peterson/Samantha**		**32.75**	**1** Transactions			
	16055	**PITNEY BOWES INC**						
48		05-420-600-0000-6401		34.31	ConnectplusRed FL Ink Ctg 11/01/2023 11/01/2023	1024178414	General Supplies	N
48		05-430-700-0000-6401		70.62	ConnectplusRed FL Ink Ctg	1024178414	General Supplies	N

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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
					11/01/2023 11/01/2023			
48		05-451-430-0000-6401		96.85	ConnectplusRed FL Ink Ctg	1024178414	General Supplies	N
					11/01/2023 11/01/2023			
	16055	**PITNEY BOWES INC**		**201.78**	**3** Transactions			
	16172	**POSITIVE PROMOTIONS INC**						
49		05-451-470-0000-6838		354.95	POP Stress Reliever Keychain	7268172	C & T C Grant Exp	N
					10/27/2023 10/27/2023			
	16172	**POSITIVE PROMOTIONS INC**		**354.95**	**1** Transactions			
	18025	**REGENTS OF UNIVERSITY OF MN**						
50		05-451-472-0000-6245		105.00	MNIC 2023 Tuition	2110012315	Conferences And Training	N
					10/31/2023 10/31/2023			
	18025	**REGENTS OF UNIVERSITY OF MN**		**105.00**	**1** Transactions			
	7907	**SCHMIDT/JENNY L**						
51		05-451-430-0000-6335		138.38	Travel Expense-Mileage		Worker Travel	N
					09/05/2023 10/18/2023			
	7907	**SCHMIDT/JENNY L**		**138.38**	**1** Transactions			
	7292	**SCOTT/HEATHER**						
52		05-430-700-0128-6335		50.40	Travel Expense-Mileage		Child Prot Staff Travel	N
					09/21/2023 10/30/2023			
	7292	**SCOTT/HEATHER**		**50.40**	**1** Transactions			
	8703	**Stenson/Elizabeth**						
53		05-451-480-0000-6335		12.30	Travel Expense-Meals		Worker Travel	N
					11/01/2023 11/01/2023			
	8703	**Stenson/Elizabeth**		**12.30**	**1** Transactions			
	7558	**SWENSON/MICHELLE**						
54		05-430-700-0134-6335		22.01	Travel Expense-Mileage		DD Worker Travel	N
					10/02/2023 10/17/2023			
55		05-430-700-0137-6335		51.35	Travel Expense-Mileage		Adult Services Travel	N
					10/02/2023 10/17/2023			
	7558	**SWENSON/MICHELLE**		**73.36**	**2** Transactions			
	8929	**WEHRENBERG/COURTNEY**						
57		05-451-430-0000-6335		198.69	Travel Expense-Mileage		Worker Travel	N
					09/08/2023 10/13/2023			

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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
58	05-451-430-0000-6335		21.48	Travel Expense-Meals 10/17/2023 10/17/2023		Worker Travel	N
8929	**WEHRENBERG/COURTNEY**		**220.17**	**2** Transactions			
8820	**WEIDENDORF/PEGI**						
56	05-420-600-0132-6335		51.57	Travel Expense-Mileage 10/03/2023 10/31/2023		Accounting Travel	N
56	05-430-700-0132-6335		83.19	Travel Expense-Mileage 10/03/2023 10/31/2023		Accounting Travel	N
56	05-451-430-0000-6335		31.61	Travel Expense-Mileage 10/03/2023 10/31/2023		Worker Travel	N
8820	**WEIDENDORF/PEGI**		**166.37**	**3** Transactions			
9261	**Wiger/ Annalise**						
63	05-451-440-0000-6335		257.30	Travel Expense-Mileage 10/05/2023 10/17/2023		Mileage/Travel	N
9261	**Wiger/ Annalise**		**257.30**	**1** Transactions			
3746	**WINTERFELDT/KAY**						
59	05-451-430-0000-6335		32.16	Travel Expense-Mileage 09/27/2023 10/25/2023		Worker Travel	N
3746	**WINTERFELDT/KAY**		**32.16**	**1** Transactions			
9885	**ZIEGLER/SAMANTHA**						
60	05-430-700-0127-6335		58.91	Travel Expense-Mileage 10/02/2023 10/30/2023		Mh Travel	N
9885	**ZIEGLER/SAMANTHA**		**58.91**	**1** Transactions			
9763	**ZIERDEN/JESSICA**						
62	05-430-700-0000-6241		9.73	Client Meal Reimbursement 10/22/2023 10/22/2023		General Administration	N
61	05-430-700-0128-6335		533.50	Travel Expense-Mileage 09/01/2023 10/25/2023		Child Prot Staff Travel	N
9763	**ZIERDEN/JESSICA**		**543.23**	**2** Transactions			
5 Fund Total:			**30,281.35**	**Health And Human Services**	**38 Vendors**	**80 Transactions**	
Final Total:			**30,281.35**	**38 Vendors**	**80 Transactions**		

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Recap by Fund	Fund	Amount	Name
	5	30,281.35	Health And Human Services
	All Funds	30,281.35	Total

Approved by, ...

. . . . . .

. . . . . .

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Chisago County Request for Board Action

Meeting Date: November 15, 2023	***Item Number:*** 7
Title of Item for Consideration: Application for Exempt Permit – Knights of Columbus #7750	
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 #7750, so that the applicants can conduct a lawful raffle on April 4, 2024. The Knights of Columbus #7750 is a non-profit organization.

Attachments:

- LG220 Application for Exempt Permit – Knights of Columbus #7750 (*available with Clerk of the Board*)
- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Knights of Columbus #7750's application to Conduct a raffle at their event on April 4, 2024. The recommended motion is as follows:

"Move to approve the Knights of Columbus #7750's resolution to conduct a raffle at their event on April 4, 2024."

Implications of Action: Approving tonight's action would allow the Knights of Columbus #7750 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 CEB	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: 23/1115-XX
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE KNIGHTS OF COLUMBUS #7750

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

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

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle by the Knights of Columbus #7750, for an event at Wild Mountain Rec. Center located at 37200 Wild Mountain Rd., Amador, MN 55084.

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson
OPPOSED: None.

Approved: November 15, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
Clerk of the Board

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **8**
Title of Item for Consideration: Acceptance of Donation – Sheriff Drone Program	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration

Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.

Background: The Chisago County Sheriff's Office received a donation of $500.00 from Auto Dealer Supply for the Chisago County Sheriff's Drone Program.

***Attachment(s)*:**

- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution accepting the donation for the Chisago County Sheriff's Drone program of $500.00. The suggested motion to approve is:

"Move to approve the resolution accepting the donation for the Chisago County Sheriff's Drone program of $500.00."

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 C EB	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: 23/1115-XX
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:

- Chisago County Sheriff's Office - $500.00 Drone Program

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson
OPPOSED: None

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

Approved: November 15, 2023

_____
Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

TAB 9

Chisago County Department of
Environmental Services and Zoning
313 No. Main St. #240
Center City, MN 55012
651-213-8374 ~ Kurt.Schneider@chisagocountymn.gov

Memo

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

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

Action Items:

1. Receive Directors Report
2. Sunrise Township Town Hall CUP
3. Hauglie Autumn Woods Cottages Preliminary Plat
4. We Are Water MN Grant Agreement
5. Tyler Enterprise Permitting & Licensing Service Agreement Amendments

Informational Item(s):

Board of Adjustment and Appeals:
The next regularly scheduled Board of Adjustment meeting of Thursday, November 30, 2023 has been cancelled. No Variance or Appeal applications were submitted by the deadline of November 1, 2023.

Planning Commission:
The regularly Planning Commission meeting is scheduled for Thursday, December 7th at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for December 6th departing at 9:00 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. *Continued Hearing from November 2, 2023* - Sheryl Bearhart and property owner Jordan Waggoner and are requesting an Interim Use Permit (IUP) allowing a Residential and Commercial Kennel on 40.00± acres in the Agricultural (AG) District. Proposed Kennel activities include but may not be limited to the keeping, boarding, breeding, and grooming of dogs. The subject site is located at 450 Badger Boulevard in Fish Lake Township, S4, T36, R22 (PID 03.00041.00).

General Department Informational Item(s):

As noted in the corresponding RBA, Department Staff have embarked on the permitting and licensing software development project jumping in with both feet. A full week training and orientation session recently occurred and significant weekly time commitments and staff shuffling of tasks are under way. Inspections staff and others are extremely excited about the remote permitting and inspection technologies that we are investing in.

Staff has recently been contacted with several specific reports of dangerous or substandard and abandoned buildings in a rural township area of the county. Assistant County attorney Fuge and department staff are in review of League of MN Cities and Town and County authorities to address vacant, abandoned, and open to trespass properties. As with many Statutes directed land use authorities, we are finding that City Authority and process is distinctly different than that of a County or Township. We are continuing to evaluate how best to proceed on a Township and/or collaborative County level with the reported properties.

Parks Director Tart has successfully applied for and received word that the MN Parks and Trails Council is willing and has approved moving forward in support of temporary finance/purchase of necessary regional trail lands on behalf of the county. This intermediary role of the Council will hopefully allow future regional trail land acquisition costs to be included along with engineering and construction as part of 2024 Legacy Grant pursuits we a seeking to submit in August.

Active construction of the replacement septic system and new restroom/shelter/concessions building in Ki-Chi-Saga Park are underway. Also initiated just this week is the flagging and layout of the planned 3+/- mile single-track mountain bike course being designed and installed by Pathfinder Trail Building, LLC.

The dedicated SCORE and HHW funded budgets for 2023 are seeing some unexpected savings in the areas of curbside recycle subsidy programing and school lunch waste programming interruptions. With the transition/sale of the local SRC Curbside Hauling business the new vendor has not elected to participate in the subsidy agreement process saving the program upwards of $22,000. The Barthold school lunch waste "food to hogs" program has also not restarted which is causing a budgeted savings of a $7500. The "food to hogs" program is very beneficial in State Reporting and local waste management efforts, so we do hope to see it return in 2024.

On October 25, 2023, staff attended and presented a discussion on county ordinance updates to the Chisago County Association of Township Officers (CCATO) meeting at Fish Lake Township Hall. Two handouts *(orange talking points &pink ordinance topics form)* and fillable feedback form opportunity were presented during the 60+ minute discussion. The feedback form encouraged the introduction of Topics/Issues and Solution recommendations by those in attendance and several productive comments were submitted. The engagement effort was well received and means of sharing ordinance information and receiving ongoing township feedback is continuing to be developed and invited.

Chisago County Code Update Talking Points – 10/25/23 CCATO MEETING

Purpose of Overall Update(s)

- **More user friendly**. Clean, modernize, and organize code documents to make them easier for people to interpret and use.
- **Legally compliant**. Ensure that code documents are up to date with current state and federal legal standards.
- **Streamlined processes**. Updating processes to work better and provide more streamlined approaches to development review and approval.
- **More development options**. Revised and expanded definitions of compatible land use types to allow property owners more flexibility.
- **Improved land use controls**. Updated and more detailed regulations to address spillover impacts and conflicts between uses.

Zoning Code Primary Changes

- Updated and expanded guidance for both **rural retail tourism** and **major home occupations** to address issues with properties having adverse impacts on adjacent properties. The County's regulations have been challenged in the past for lack of specificity.
- Added detail regarding **accessory dwelling units**, including design, size, and location standards to ensure compatibility while giving property owners flexibility.
- Consolidated and clarified definitions for **RR** and **UFR** districts, including lot size and uses.
- Updated and developed guidance for **campsites**, including park style ones, to better manage intensity and potential impacts.
- Added **duplex** and **townhome** type development options in RR and UFR districts.
- Added in some new uses like **EV charging stations** and **large scale battery storage**, so there will be guidance if they are proposed.
- Updated guidance for mitigating impacts like **noise limits** and **vegetative screening**.

- Updated **PUD** and **cluster development** guidance to simplify language and approach.
- Added an administrative section concerning **Environmental Review** Worksheet preparation, review, and costs.
- Tiny Homes and Accessory Dwelling Units **"ADU's"**
- **See Kurt's List....for more topics covered and Feedback requested** 😊

Subdivision Ordinance Primary Changes

- Updated **dimensions** for subdivision planning to more rationally fit.
- Updated and clarified guidance for **preliminary and final plat** processes to address unclear and/or outdated language, including adding definitions.
- Changed **parkland dedication** to provide more flexibility for in lieu cash contributions.
- Provided clearer language regarding requirements for, and jurisdiction over, **roadway design, signage, and other infrastructure**.

Shoreland Ordinance Primary Changes

- Major update of ordinance to align with **DNR model language**, governed by state statute
- Includes multiple updates to **definitions and criteria**, including images and directions to clarify the guidance and how it applies
- Note that the **St. Croix River overlays** overlap with shoreland areas. They are also governed by another part of state statute. For areas within both, the stricter applies (which varies by criteria).
- This section is subject to **DNR review and approval**. It is based on their recommended approach, so hopefully it will be largely in compliance.

Next Steps

- Working group finalizes review and revision of draft documents
- DNR staff review and comment on draft shoreland ordinance
- Comments from legal review and jurisdictional partners are incorporated
- Ordinance updates go through formal review and approval process

Please Complete A Feedback Form…Perhaps This Partial Listing Of General Ordinance Work & Topics The Commission Has Tackled To Date Will Inspire Your Feedback:

1. **What Additional Ordinance Specific TOPIC or ISSUE Do You Feel Needs To Be Discussed By The Planning Commission?**

2. **What Solution Do You Recommend Concerning Your Topic or Issue?**

- ✓ Home Occupation / Major Home Occupations; Short Term Rental Licensing; Solar Revisions; Accessory Structure Revisions; Planning Commission Membership; Meat Processing Facilities; "Buildable Area" Development Lot Standards; Shooting Range Study; etc.
- ✓ "ADU's" – Accessory Dwelling Units vs. "Tiny Homes"
- ✓ Campground campsite density / per acre standards introduced and "Park Model" seasonal vs. fulltime residency discussed
- ✓ Electric Vehicle Charging Stations and Energy Storage Facilities
- ✓ Major & Minor Home Occupations
- ✓ Definitions clarity – Front, Side, Rear lot lines and lot definitions and drawings/exhibits
- ✓ Definitions clarity – double frontage, yards, and other yard/setback definition designations and conflicts
- ✓ Residential Dog/Kennel thresholds from "3 or more…" to 4 or more dogs.
- ✓ Storage Containers a.k.a. "Shipping Containers" – allowable, temporary permits, IUP option
- ✓ Temporary RV/Camping on undeveloped lots – 60 out of 90 days standards.
- ✓ Screening standards and tree/landscape setbacks from property lines for CUP/IUP requests; standardizing screening/landscaping ordinance language; introducing corner lot view triangle standards
- ✓ Minimum Dwelling Size Standards reduced from 960 sq. ft. to 720 sq ft.
- ✓ Galvanized vs. unpainted building standards clarity
- ✓ Fence standards and heights
- ✓ Rural Retail Tourism uses to require a new minimum lot size of 20 acres
- ✓ Restriction of maximum Rural Retail Tourism use(s) to 300 occupants
- ✓ Streamlining/combining RR1/RR2 zoning districts into one
- ✓ Seeking Rural Village Center "RVC" District comments and adjustments from select Townships
- ✓ Duplex / Townhome identification as permitted use in RVC, RR, UFR districts
- ✓ "TDR" Transfer of Development Rights / Credits adjusted to be Township Specific and not School District based
- ✓ "EAW" environmental review guidance and Statutory directives including fees and charges provided
- ✓ Etc.
- ✓ Etc.
- ✓ **What topic or issue do you think is missing…what's the solution?**

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **10**
Title of Item for Consideration: Carol Hauglie Preliminary Plat of Autumn Woods Cottages	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.
Previous Action on this Matter: None.	

Background: Carol Hauglie is requesting Preliminary Plat approval of Autumn Woods Cottages. The subject 28.2-acre property is zoned Rural Residential 2 (RR2) and proposed to be divided into six subdivided lots ranging in size from 2.3 to 8.11 acres. The property is located at the NW corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive (PID 06.00235.20) in Nessel Township.

At their meeting of November 2, 2023, the Planning Commission conducted the requisite public hearing and recommended approval (7-0) of preliminary plat, per Resolution No. PC2023-1102. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration.

Pursuant to Minnesota Statute, the 120-day agency action deadline is, January 31, 2023. Among the options for the County Board at tonight's meeting are the following:

- Approve the Preliminary Plat, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward in Resolution form by County ESD staff;
- Consider and Approve the Preliminary Plat, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal approval);
- The County Board may Deny the Preliminary Plat for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 120-day period.

Attachments:

- Draft Resolution of Approval
- Planning Commission Presentation
- Planning Commission Staff Report & Hearing Packet
- Planning Commission Minutes (draft)

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the Autumn Woods Cottages Preliminary Plat. The recommended motion is as follows:

"Move to Approve Resolution No. 23/1115-____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Autumn Woods Cottages located at the NW corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive (PID 06.00235.20) in Nessel Township"

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

Budget/Financial Implications: None.

Legal/Policy Implications: None.

Administrator's Recommendation

Approve _____	Deny _____	Other CEB
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/1115-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF AUTUMN WOODS COTTAGES

WHEREAS, property owner Carol Hauglie submitted an application dated received September 27, 2023 and considered complete on October 3, 2023 for the Preliminary Plat of Autumn Woods Cottages; and

WHEREAS, the property owner desires to create six buildable parcels from the 28.20± acre subject site; and

WHEREAS, the subject site is generally located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Sunrise Township and is zoned Rural Residential II (RRII) District; and

WHEREAS, the subject site is legally described as:

PID 06.00235.20

That part of the Southwest Quarter of the Northeast Quarter, Section 11, Township 37, Range 22, Chisago County, Minnnesota lying West of the centerline of Chisago County Road No. 1 as laid out and traveled August 14, 2003.

WHEREAS, notice was provided and on November 2, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator and property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Autumn Woods Cottages with conditions per Resolution No. PC2023-1102; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Autumn Woods Cottages and the Planning Commission's recommendation at its November 15, 2023 meeting and determined the plat 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 Autumn Woods Cottages, subject to the following conditions:

1. The Preliminary Plat of Autumn Woods Cottages is approved per plat drawing dated signed September 27, 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. One access shall be granted from Rush Lake Trail / CSAH 1, requiring that proposed Lots 5 and 6, Block 1 utilize a shared driveway.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: November 15, 2023

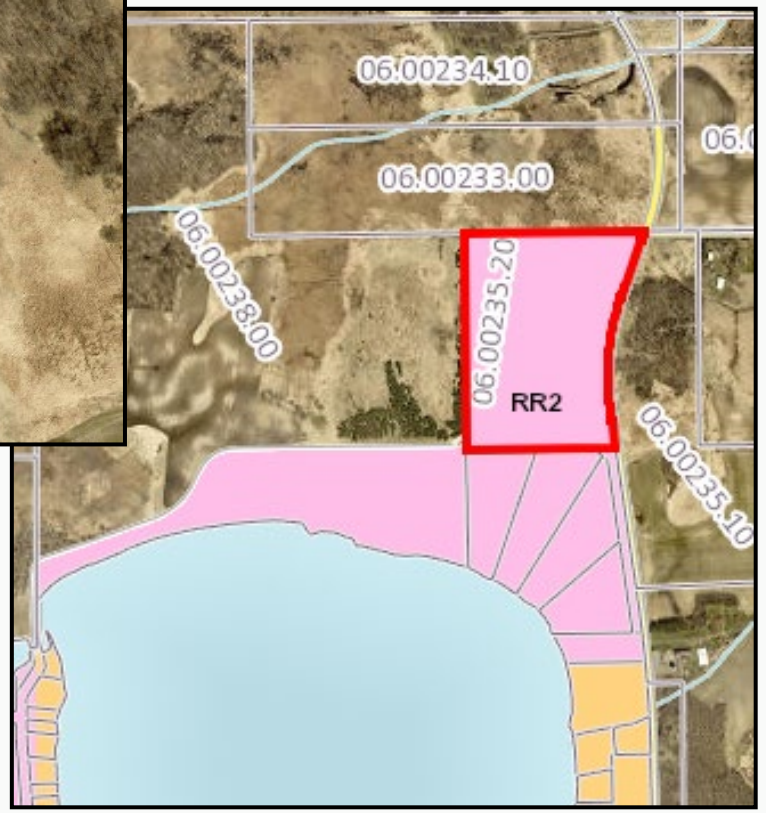
_____	ATTEST:	_____
Ben Montzka		Chase Burnham
Chair, Board of Commissioners		County Administrator

Preliminary Plat of Autumn Woods Cottages

Carol Hauglie
NW Corner of Rush Lake
Trail & Belle Isle Drive
Nessel Township
PID 06.00235.20

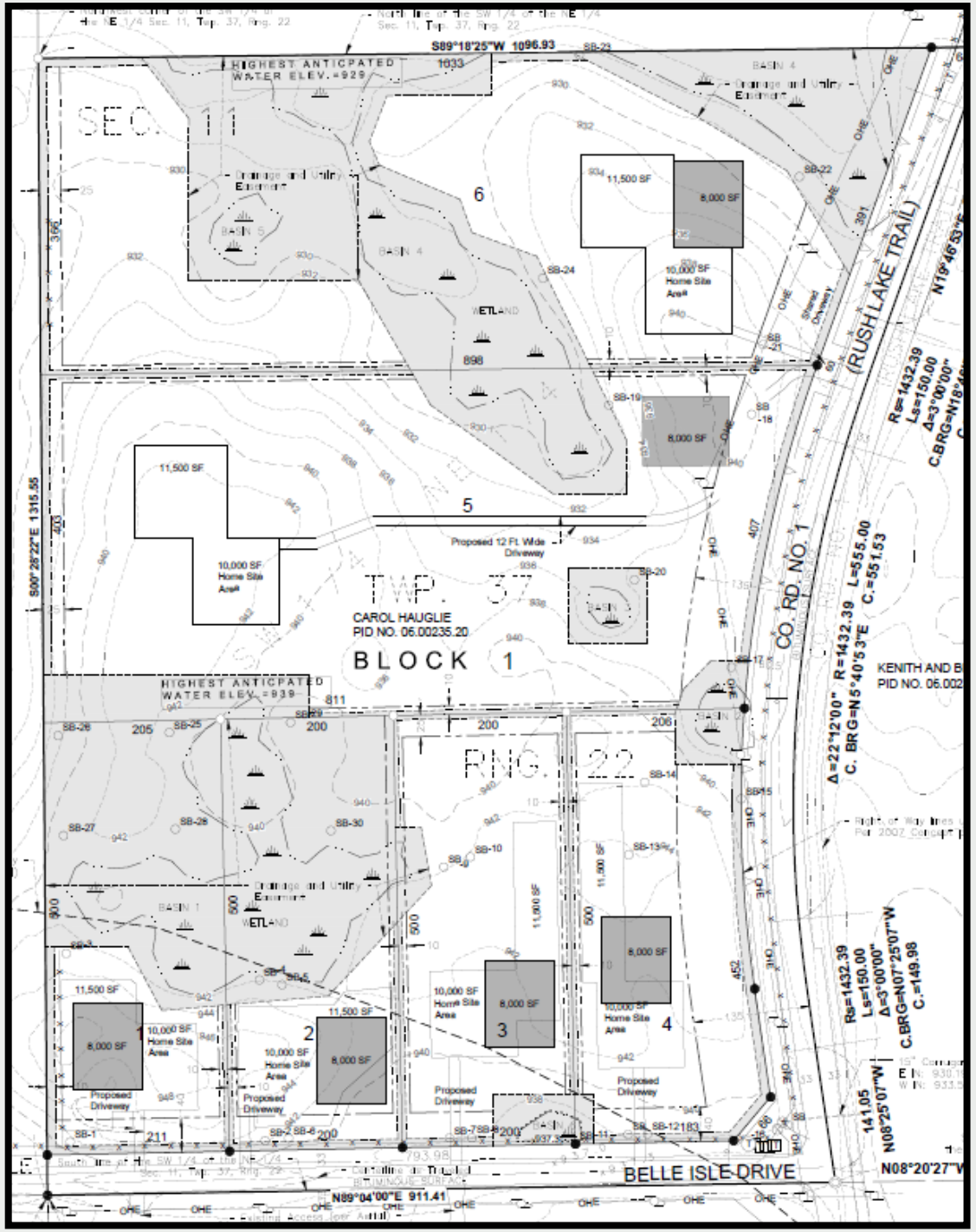
Site Analysis

- Subject site is 28.2± acres in size.
- Located at the NE corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Nessel Township, approximately 800’ N / NW of East Rush Lake.
- Subject site and adjacent properties to the south are located in the Rural Residential II District, whereas properties to the west, east, and north are located in the Agricultural District.
- Topography includes scattered wetlands and elevations ranging from 923’ near the northeast corner to 949’ at the southwest corner.
- The SW corner is located in the Shoreland Management District given its proximity to East Rush Lake; however, as a non-riparian lot, the proposed lots in this area are subject to the standards of the underlying Rural Residential II District.
- Surrounding properties range widely in size from five acres to 159 acres, with the smaller parcels generally located adjacent to the lake. The immediate surrounding area appears to be sparsely developed.

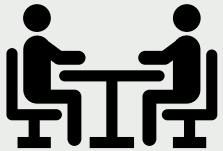


Proposal Analysis

- The property owner wishes to create six lots ranging in size from 2.3 acres to 8.11 acres from the 28.20± acre tract of land
- The proposed lots located adjacent to the south property boundary / Belle Isle Drive and closest to East Rush Lake are shown to be approximately 2.3 acres in size with the two remaining proposed lots being 7.74 acres and 8.11 acres in size.
- The four southern lots are shown to access Belle Isle Drive and the two northerly lots will utilize a shared driveway to access Rush Lake Trail / CSAH 1.
- As proposed, all new parcels comply with the County's dimensional requirements.



Review Process



Technical Review Committee
October 11, 2023

- The soils report and wetland delineation have been reviewed by County staff and both were found to be accurate.
- The County Engineer is satisfied with the proposed access point on Rush Lake Trail / CSAH 1 and will require that this be a shared driveway (as proposed).

Nessel Town Board
October 11, 2023

- Recommended approval with no conditions

Ordinance Prescribed 120-Day Review Period

- Expires on January 31, 2023

Staff Recommendation

Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of the staff report or during the course of the public hearing, **staff recommends approval** of the Preliminary Plat of Autumn Woods Cottages with conditions.

Recommended Condition(s):

1. The Preliminary Plat of Autumn Woods Cottages is approved per plat drawing dated signed September 27, 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. One access shall be granted from Rush Lake Trail / CSAH 1, requiring that proposed Lots 5 and 6, Block 1 utilize a shared driveway.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Options

1. Recommend that the County Board **approve** the Preliminary Plat of Autumn Woods Cottages with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Autumn Woods Cottages based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The 120-day review period expires on January 31, 2023.

Action Requested

Motion to adopt Resolution No. PC2023-1102, a resolution recommending approval of the Preliminary Plat of Autumn Woods Cottages, with conditions as presented or amended.

Staff Report

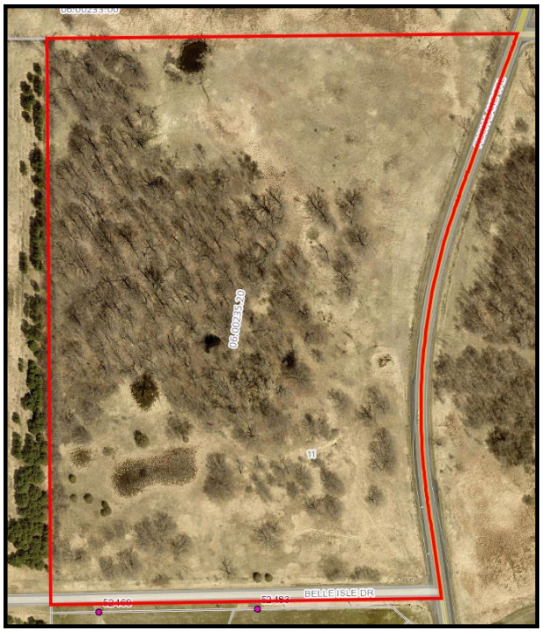
TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Preliminary Plat of Autumn Woods Cottages
Northwest Corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive,
Nessel Township
DATE: November 2, 2023

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Autumn Woods Cottages, involving the creation of six lots ranging in size from 2.3 acres to 8.11 acres from a 28.20± acre tract of land.

SITE & APPLICATION INFORMATION

Property Owner(s):	Carol Hauglie
Applicant(s):	Carol Hauglie
General Location:	Northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive Nessel Township Section 11, Township 37, Range 22
PID:	06.00235.20
Property Area:	28.20± Acres
Current Zoning:	Rural Residential II (RRII) District / Shoreland Management District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Rural Residential II (RRII) District / Shoreland Management District
East:	Agricultural (AG) District
West:	Agricultural (AG) District / Shoreland Management District
Date Application Received:	September 27, 2023
Date Application Complete:	October 3, 2023
120-Day Review Period:	January 31, 2023



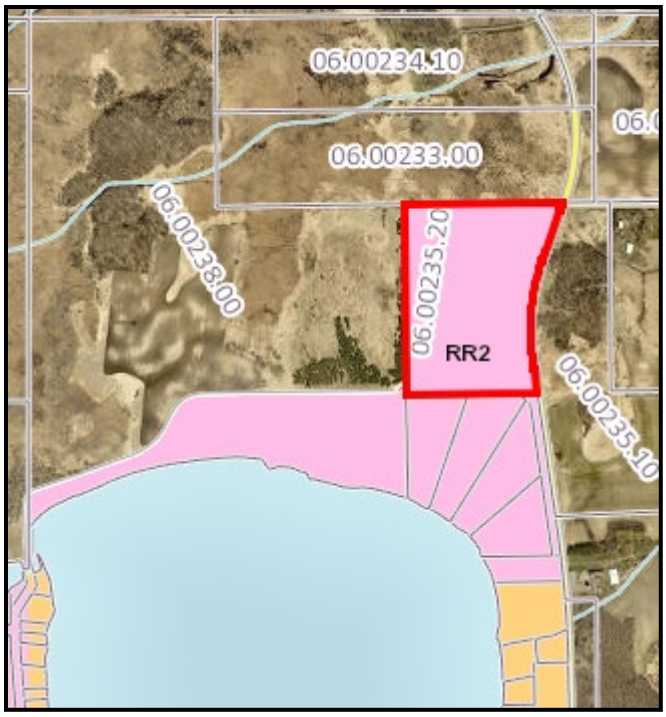
BACKGROUND

Property owner Carol Hauglie is seeking approval of the Preliminary Plat of Autumn Woods Cottages. The property owner wishes to create six lots ranging in size from 2.3 acres to 8.11 acres from the 28.20± acre tract of land located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Nessel Township.

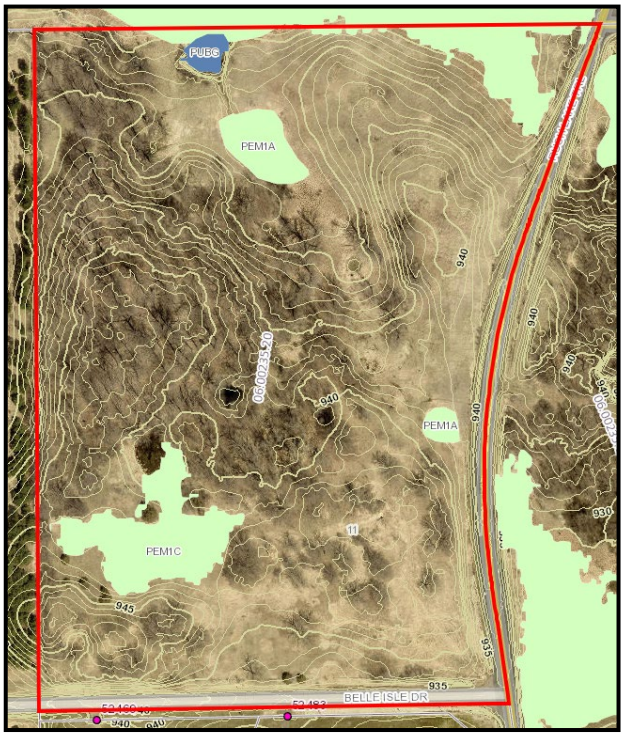
SITE & PROPOSAL ANALYSIS

The currently undeveloped 28.20± acre subject site is located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle

Drive in Nessel Township, approximately 800’ north / northwest of East Rush Lake. The subject site and adjacent properties to the south are located in the Rural Residential II (RRII) District, whereas properties to the west, east, and north are located in the Agricultural (AG) District. The adjacent image illustrates zoning of the subject site and surrounding properties. One of the distinct differences between the RRII and AG Districts is that the minimum lot size in the RRII District is two acres and the minimum lot size in the AG District is five acres.



Topography of the subject site includes scattered wetlands and elevations ranging from 923’ near the northeast corner to 949’ at the southwest corner. The southwest corner is located in the Shoreland Management District given its proximity to East Rush Lake; however, as a non-riparian lot, the proposed lots in this area are subject to the standards of the underlying RRII District. The images below illustrate the wetlands (left) and the boundary of the Shoreland Management District (right). Staff notes that the wetland areas are shown on the Preliminary Plat drawing to be located in areas dedicated as drainage and utility easements.



Wetlands

Shoreland Management District

Surrounding properties range widely in size from five acres to 159 acres, with the smaller parcels generally located adjacent to the lake. The immediate surrounding area appears to be sparsely developed.

The proposed lots located adjacent to the south property boundary / Belle Isle Drive and closest to East Rush Lake are shown to be approximately 2.3 acres in size with the two remaining proposed lots being 7.74 acres and 8.11 acres in size. The four southern lots are shown to access Belle Isle Drive and the two northerly lots will utilize a shared driveway to access Rush Lake Trail / CSAH 1.

The stated purpose of the RRII District is to provide a transition area between agricultural areas and higher density rural residential areas. Below is a table which identifies minimum requirements for the RRII District with corresponding information for the proposed parcels. As proposed, all new parcels comply with the County's dimensional requirements.

RRII District Minimum Requirements	**Lot Size 2 acres**	**Lot Width* 200 feet**	**Lot Depth** 200 feet**	**Home Site Area 21,500 square feet (sf)**
Lot 1, Block 1	2.38 acres	Approximately 210' as measured at building setback line	500'	21,500 sf
Lot 2, Block 1	2.30 acres	200' as measured at building setback line	500'	21,500 sf
Lot 3, Block 1	2.30 acres	200' as measured at building setback line	500'	21,500 sf
Lot 4, Block 1	2.38 acres	Approximately 225' as measured at building setback line (from Belle Isle Drive)	Approximately 500'	21,500 sf
Lot 5, Block 1	7.74 acres	Approximately 410' as measured at building setback line	Approximately 854'	21,500 sf
Lot 6, Block 1	8.11 acres	Approximately 395' as measured at building setback line	Approximately 997'	21, 500 sf

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

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

REVIEW PROCESS

The Technical Review Committee met on October 11, 2023 and no concerns were identified. The soils report and wetland delineation have been reviewed by County staff and both were found to be accurate. The County Engineer is satisfied with the proposed access point on Rush Lake Trail / CSAH 1 and will require that this be a shared driveway (as proposed).

The Nessel Town Board reviewed the proposed Preliminary Plat at its October 10, 2023 meeting and recommended approval with no conditions.

Preliminary Plats, per the Chisago County Subdivision Ordinance, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. The 120-day review period for this application expires on January 31, 2023.

WRITTEN TESTIMONY

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

STAFF RECOMMENDATION

Staff believes that the proposed Preliminary Plat complies with and is consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the Preliminary Plat of Autumn Woods Cottages with conditions and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat of Autumn Woods Cottages is approved per plat drawing dated signed September 27, 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. One access shall be granted from Rush Lake Trail / CSAH 1, requiring that proposed Lots 5 and 6, Block 1 utilize a shared driveway.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of Autumn Woods Cottages with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat does not comply with and/or is not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of Autumn Woods Cottages based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. The 120-day review period expires on January 31, 2023.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-1102, a resolution recommending approval of the Preliminary Plat of Autumn Woods Cottages, with conditions as presented or amended.

ATTACHMENTS

1. Application materials

    a. Application
    b. Preliminary Plat drawing
2. Aerial location map (1) – subject site
3. Aerial location map (2) – vicinity map
4. Draft Resolution No. PC2023-1102

CC: Carol Hauglie, property owner
County file

Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # 2023-1851-PZ1

Township Nessel Township **S/T/R** 11-37-22 **PID#** 06.00235.20

Project Address Vacant

Property Owner(s) Carol Hauglie

Mailing Address (If Different from Project Address) 52275 Rush Lake Trail Rush City, MN 55069

Phone# [redacted] **Email** [redacted]

Applicant(s) Carol Hauglie

Mailing Address (If Different from Project Address) _____

Phone# _____ **Email** _____

Type of Request (Check All That Apply)

Board of Adjustment & Appeals	Planning Commission	
☐ Variance	☐ Conditional Use Permit (CUP)	☒ Preliminary Plat (6 lots)
☐ Administrative Appeal	☐ Interim Use Permit (IUP)	☐ Rezoning
	☐ Amendment to CUP or IUP	☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) Requesting approval of a ~~seven~~ six lot plat.

Required Attachments (Additional Attachments May Be Required Based On The Specific Request)

☑ Full Legal Description ☐ Detailed Site Plan ☐ Detailed Written Narrative ☑ Plat Drawings

Carol A. Hauglie
Applicant Signature

9/27/23
Date of Application

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

Fees		Dates	
Base Fee	$ 710-	Application Received	9-27-23
Recording Fee	$ 46-	Application Complete	10-3-23
Plat Fee – No Road(s) / With Road(s)	$ 150-	60 / 120 Day Review Period	1-31-24
Septic Compliance Fee	$ —	Extended Review Period	
Wetland Fee	$ —		
TOTAL FEE	$ 906-		

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Nessel S/T/R 11-37-22 PID# 06.00235.20

Project Address Vacant

Property Owner(s) Carol Hauglie

Mailing Address (If Different from Project Address) 52275 Rush Lake Trail Rush City, MN 55069

Phone# [redacted] Email [redacted]

Applicant(s) Carol Hauglie

Mailing Address (If Different from Project Address) _____

Phone# _____ Email _____

Type of Request (Check All That Apply)

Board of Adjustment & Appeals	Planning Commission	
☐ Variance	☐ Conditional Use Permit (CUP)	☒ Preliminary Plat 6 lots
☐ Administrative Appeal	☐ Interim Use Permit (IUP)	☐ Rezoning
	☐ Amendment to CUP or IUP	☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) Requesting approval of a six lot plat. (Aatama Woods Cottages)

Carol Hauglie
Applicant **Signature**

9/27/23
Date of Application

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

Date of County Public Hearing NOV 2, 2023 **Date of Township Presentation** OCT 10, 2023

Township Action Taken (Township Use Only)

☒ Recommendation of Approval ☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

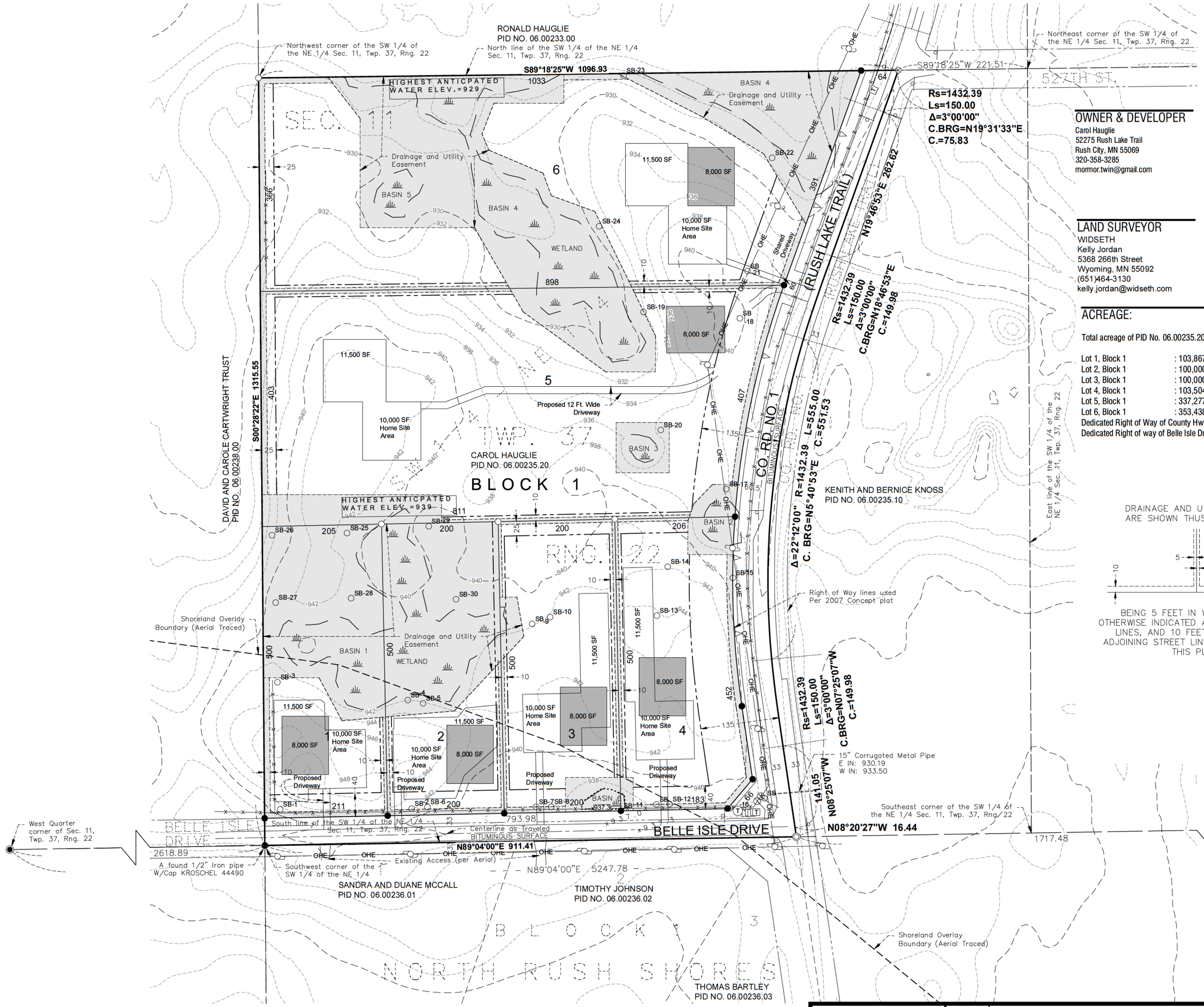
_____

Signatures of Township Officials or Authorized Personnel

Michelle Meis Brad Mn Betsy Rising by H Strand

Dan Steve Jakel

PRELIMINARY PLAT
of
AUTUMN WOODS COTTAGES



OWNER & DEVELOPER
Carol Hauglie
52275 Rush Lake Trail
Rush City, MN 55069
320-358-3285
mormor.twin@gmail.com

LAND SURVEYOR
WIDSETH
Kelly Jordan
5368 266th Street
Wyoming, MN 55092
(651)464-3130
kelly.jordan@widseth.com

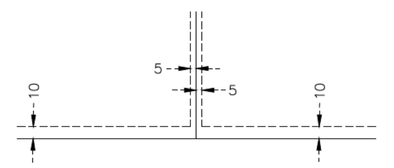
SOIL TESTING
Zierke Soil Testing
28587 Jeffrey Ave
Chisago City, MN 55013
(Completed and Approved in 2007)

WETLANDS
Jacobson Environmental, PLLC
5821 Humboldt Avenue
Brooklyn Center, MN 55430
612-802-6619
jacobsonenv@msn.com
Delineation date: July 2023

ACREAGE:
Total acreage of PID No. 06.00235.20 = 1,221,801 Sq. Ft. or 28.05 Acres

Lot 1, Block 1	: 103,867 Sq. Ft. or	2.38 Acres
Lot 2, Block 1	: 100,000 Sq. Ft. or	2.30 Acres
Lot 3, Block 1	: 100,000 Sq. Ft. or	2.30 Acres
Lot 4, Block 1	: 103,504 Sq. Ft. or	2.38 Acres
Lot 5, Block 1	: 337,277 Sq. Ft. or	7.74 Acres
Lot 6, Block 1	: 353,438 Sq. Ft. or	8.11 Acres
Dedicated Right of Way of County Hwy No. 1	: 81,382 Sq. Ft. or	1.87 Acres
Dedicated Right of way of Belle Isle Drive	: 42,333 Sq. Ft. or	0.97 Acres

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING STREET LINES, AS SHOWN ON THIS PLAT

PROPERTY DESCRIPTION:

That part of the Southwest Quarter of the Northeast Quarter, Section 11, Township 37, Range 22, Chisago County, Minnnesota lying West of the centerline of Chisago County Road No. 1 as laid out and traveled August 14, 2003.

SURVEY NOTES:

1. Orientation of this bearing system is based on the Chisago County Coordinate System NAD83 (1996 adj.)
2. The property is vacant.
   PID No. 06.00235.20
3. The Property is zoned RR2 - Rural Residential-2(Per Nessel Township Zoning map) and Shoreland Overlay.
   Rush Lake - General Development Lake, DNR Protected ID No. 13-69

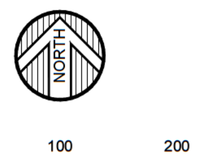
   Building Setbacks (per Chisago County Zoning Ordinance)

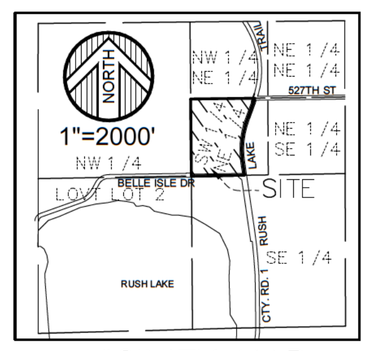
Front Yard / Centerline of County Road	:	135 feet
Side Yard	:	10 feet
Rear Yard	:	25 feet
Zoning District Regulations:		
Minimum Lot Area	:	2 Acres
Minimum Lot Width	:	200 feet
Minimum Lot Depth	:	200 feet
Minimum Buildable Area	:	21,500 Sq. Ft.

   10,000 Sq. Ft. principle pad that:
   Minimum 2 feet above the nearest 100 year flood Elev.
   Minimum 2 feet above the highest anticipated water level
   11,500 Sq. Ft. yard site that :
   Is above the nearest or any relevant 100-year flood contour
   The nearest 100 year flood contour appears to be 750 feet south of the subject property at Rush Lake Elev. = 916.2 (NAVD88). (NOT RELEVANT)
4. The subject property lies within Zone X, areas determined to be outside the 0.2% annual chance flood plain per FEMA Flood Insurance Rate Map No. 27025C0035D, effective April 17, 2012.
5. Contours shown from MNDNR LiDAR on NAVD88 Datum.

LEGEND

◉	A CHISAGO COUNTY MONUMENT
●	FOUND 1/2" IRON PIPE MONUMENT W/CAP 42627 UNLESS NOTED OTHERWISE
○	SET 1/2" IRON PIPE MONUMENT W/CAP NO. 42648
⊗	A SET MAG NAIL WITH WASHER INSCRIBED 42648
◎	A FOUND MAG NAIL
	SIGN
T	TELE PEDESTAL
T	TELE MANHOLE
	FENCE POST
SB	SOIL BORING AS SHOWN ON 2006/07 CONCEPT
	ELEC POLE
	WETLAND
——— △ ———	DENOTES RIGHT OF ACCESS DEDICATED TO CHISAGO COUNTY
— — —	DELINEATED WETLAND BY JACOBSON ENVIRONMENTAL DATED JULY 13, 2023
x x x x x	BARBED WIRE FENCE (PARTIALLY DOWN)
OHE	OVERHEAD ELECTRIC
	DRAINAGE AND UTILITY EASEMENT
	8,000 SQ. FT. SEPTIC AREA





VICINITY MAP
SEC. 11, T37, R.22
NESSEL TOWNSHIP
CHISAGO COUNTY, MINNESOTA

© 2023 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

DATE:	August 2023
SCALE:	AS SHOWN
DRAWN BY:	JMM
CHECKED BY:	KLJ
FILE NUMBER:	2023-10709

DATE	AMENDMENTS	BY

PREPARED FOR: **CAROL HAUGLIE**

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Kelly L. Jordan DATE: 09-27-2023 LIC. NO. 42648

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

Carol Hauglie – Property owner Carol Hauglie is requesting approval of the Preliminary Plat of Autumn Woods Cottages involving the creation of six lots ranging in size from 2.3 acres to 8.11 acres from a 28.20± acre tract of land. The subject site is zoned Rural Residential II (RRII) District and generally located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Nessel Township, S11, T37, R22 (PID 06.00235.20).

Hauglie Property -

Carol Hauglie – Property owner Carol Hauglie is requesting approval of the Preliminary Plat of Autumn Woods Cottages involving the creation of six lots ranging in size from 2.3 acres to 8.11 acres from a 28.20± acre tract of land. The subject site is zoned Rural Residential II (RRII) District and generally located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Nessel Township, S11, T37, R22 (PID 06.00235.20).

Hauglie Property -

RESOLUTION NO. PC2023-1102

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF AUTUMN WOODS COTTAGES

WHEREAS, property owner Carol Hauglie submitted an application dated received September 27, 2023 and considered complete on October 3, 2023 for the Preliminary Plat of Autumn Woods Cottages; and

WHEREAS, the property owner desires to create six buildable parcels from the 28.20± acre subject site; and

WHEREAS, the subject site is generally located at the northwest corner of Rush Lake Trail / CSAH 1 and Belle Isle Drive in Nessel Township and is zoned Rural Residential II (RRII) District; and

WHEREAS, the subject site is legally described as:

PID 06.00235.20

That part of the Southwest Quarter of the Northeast Quarter, Section 11, Township 37, Range 22, Chisago County, Minnnesota lying West of the centerline of Chisago County Road No. 1 as laid out and traveled August 14, 2003.

WHEREAS, notice was provided and on November 2, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission finds that the Preliminary Plat of Autumn Woods Cottages is consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Autumn Woods Cottages is approved per plat drawing dated signed September 27, 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. One access shall be granted from Rush Lake Trail / CSAH 1, requiring that proposed Lots 5 and 6, Block 1 utilize a shared driveway.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Adopted by the Planning Commission of Chisago County, Minnesota,

this 2nd day of November, 2023.

Chris DuBose	_____	Dave Whitney	_____
Eric Leivian	_____	Jolene Wille	_____
Jim McCarthy	_____	Chip Yeager	_____
John Sutcliffe	_____		

_____ ATTEST: _____

Chip Yeager
Chair

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **11**
Title of Item for Consideration: Sunrise Township Conditional Use Permit – Local Government and Administration Buildings	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.

Previous Action on this Matter: Sunrise Township received a CUP for Local Government and Administration Buildings at this location in 2015. The CUP was granted resulting in the placement of a single 1,600 sf structure at the subject property for purposes of storing sand and salt for township road maintenance.

Background: Property owner Sunrise Township is requesting a Conditional Use Permit to allow Local Government and Administration Buildings – a new town hall facility and maintenance building. The subject property is 10.50± acres in size and generally located at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township (PID #09.00041.20).

At their meeting of November 2, 2023, the Planning Commission conducted the requisite public hearing and recommended unanimous approval (7-0) of the Conditional Use Permit with conditions, per Resolution No. PC2023-1101. A resolution of the Board of Commissioners consistent with that of the Commission's recommendation is presented for Board consideration.

Pursuant to Minnesota Statute, the 60-day agency action deadline is December 2, 2023. Among the options for the County Board at tonight's meeting are the following:

- Approve the CUP, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff;
- Consider and Approve the CUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal IUP approval);
- The County Board may extend the initial 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it notifies the landowner in writing of its intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)).
- The County Board may Deny the CUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended).

Attachments:

- Draft Resolution of Approval 23/1115-___
- Planning Commission Presentation
- Planning Commission Staff Report & Hearing Packet
- Planning Commission Minutes (draft)

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Sunrise Township request for a Conditional Use Permit to allow construction of Local Government and Administration Buildings request at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township. The following is the suggested language for the motion:

"Move to Approve Resolution No. 23/1115_____, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving applicant Sunrise Townships Conditional Use Permit to allow Local Government and Administration Buildings – a new town hall facility and maintenance building at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township (PID #09.00041.20)."

Implications of Action – Recommended Board action grants the requested Conditional Use Permit and allows, subject to conditions.

Budget/Financial Implications: None.

Legal/Policy Implications: The recommended Board consideration and action(s) are in conformity with generally accepted practices, procedures and interpretations of applicable state statutes and County ordinances and policies. Conditions placed on the CUP must be satisfied and cannot be modified, removed, expanded, or revoked without due process.

Administrator's Recommendation

Approve _____	Deny _____	Other C EB
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 23/1115-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT ALLOWING LOCAL GOVERNMENT AND ADMINISTRATION BUILDINGS ON PROPERTY LOCATED AT 1xxxx SUNRISE ROAD / CSAH 9 IN SUNRISE TOWNSHIP

WHEREAS, property owner Sunrise Township submitted an application dated received September 22, 2023 and considered complete on October 3, 2023 for a Conditional Use Permit allowing Local Government and Administration Buildings (new town hall facility and maintenance building) on property located at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township; and

WHEREAS, the subject site is located in the Agricultural (AG) District; and

WHEREAS, the subject site is 10.50± acres in size and legally described as:

PID 09.00041.20

That part of the South Half of the Northeast Quarter (S½ of NE¼) of Section Five (5), Township thirty-five (35) North, Range Twenty (20) West, Chisago County, Minnesota, lying northeasterly of the center line of County State Aid Highway No. 9 (also known as Sunrise Road) and northerly of the following described line:

Commencing at the east quarter corner of said Section 5; thence North 0 degrees 01 minutes 47 seconds East, assumed bearing along the east line of said Section 5; a distance of 1073.43 feet to the point of beginning of a line to be described; thence South 88 degrees 24 minutes 49 seconds West, a distance of 271.55 feet; thence South 70 degrees 33 minutes 34 seconds West, a distance of 690 feet, more or less, to the centerline of said County State Aid Highway No. 9 and there terminating.

WHEREAS, notice was provided and on November 2, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator and the applicants and/or property owners, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Conditional Use Permit with conditions per Resolution No. PC2023-1101; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 15, 2023 meeting and made the following findings per Zoning Ordinance Section 8.04, C.:

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

Finding #1 *While the Chisago County Comprehensive Plan does not include goals and policies specifically related to the proposed use of Local Government and Administration Buildings, the County finds that the proposed use does not conflict with the Comprehensive Plan. And, being that the Chisago County Zoning Ordinance specifically identifies Local Government and Administration Buildings as an allowable Conditional*

Use within the Agricultural (AG) District, the County further finds that the proposed use is consistent with the development policies of the County.

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 utilize a private well and septic system, will provide off-street parking for visitors, and will have direct access to well-established and well-maintained roadways, including Sunrise Road / CSAH 9 and Ferry Road (a township road). Further, the proposed use will not require use of or have impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed use will not create any 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 subject site is located in a fairly sparsely developed portion of Sunrise Township. Therefore, the greatest impact is likely to be made on the property immediately south, which is the site of the closest dwelling. The County finds that by establishing conditions related to such concerns as hours of operation for private events, amplified music and vegetative screening, these potential impacts can be minimized or eliminated so as not to cause undue negative impacts to existing development or deter future development.*

Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

Finding #4 *While the County has not been provided with renderings of the proposed development, there is no evidence to suggest that the proposed town hall or maintenance building will have an appearance which would cause adverse effects upon adjacent properties. However, the greatest impact is likely to be made on the property immediately south, which is the site of the closest dwelling. The County finds that by establishing conditions related to screening, any potential adverse effects related to appearance can be minimized or eliminated.*

Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;

Finding #5 *The County finds that the Chisago County Zoning Ordinance identifies Local Government and Administration Buildings as an allowable Conditional Use in the AG District, without any established performance standards, and is, therefore, related to the land use goals of the County.*

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 *See Finding #5.*

Factor #7 The proposed use will not cause traffic hazard or congestion; and

Finding #7 *The subject site is shown to have two access points / driveways, an existing driveway from Ferry Road and a field entrance from Sunrise Road / CSAH 9 which will be upgraded and improved in order to be used as the main driveway for public use. The County recognizes that there will be periods of increased traffic – specifically during elections and special events – however, the County further recognizes that these noted events will occur infrequently. Further, the County Engineer, as Road Authority for Sunrise Road / CSAH 9, and Sunrise Township, as Road Authority for Ferry Road, have*

considered the request and have not identified any concerns related to traffic hazard or congestion.

Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.

Finding #8 *Being that the general area surrounding the subject site is fairly sparsely developed and the greatest potential impact is likely to be made on the property immediately south, which is the site of the closest existing dwelling, the County finds that the establishment of conditions related to such concerns as hours of operation for private events, amplified music, and vegetative screening will minimize or eliminate any potential adverse impacts related to noise, glare and general unsightliness.*

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

1. This Conditional Use Permit for Local Government and Administration Buildings allows for a town hall facility and maintenance building per the application materials dated received September 22, 2023 and kept on file with the Department of Environmental Services 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 no established hours of operation for government related activities; however, private events shall adhere to the following hours of operation:
   Monday through Thursday – 8:00 am to 9:00 pm
   Friday and Saturday – 8:00 am to 10:00 pm
   Sunday – 8:00 am to 9:00 pm
3. The maximum number of private events (i.e., facility rental by the general public for non-government activities) shall be two (2) per calendar month.
4. Noise generated from the approved use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
5. There shall be no outdoor amplified music at any time. Further, if there are events featuring indoor amplified music, all exterior doors shall remain closed so as to minimize the impact to surrounding properties.
6. The permit holder shall install vegetative screening adjacent to the southerly property boundary beginning 150' from the easterly edge of Sunrise Road / CSAH 9 and extending easterly a distance of 280' from the point of beginning. The screening shall be located no closer than 15' from the property boundary and shall consist of two (2) staggered rows of six foot (6') tall coniferous trees planted no greater than sixteen feet (16') on center which meet or exceed 75% opacity within three (3) years of the approval date.
7. The permit holder shall accommodate all parking on-site and no parking shall be allowed on Sunrise Road / CSAH 9 or Ferry Road.
8. The Sunrise Road / CSAH 9 access shall be upgraded and improved to a minimum width of 25'. The permit holder shall be responsible for obtaining any necessary permit(s) from the Chisago County Highway Department related to this access.
9. Any exterior lighting shall be designed as LED downcast lighting so as to limit light visible from adjacent roadways and adjacent properties.

10. All refuse containers shall be fully screened or enclosed.
11. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
12. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
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.

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: November 15, 2023

_____ ATTEST: _____

Ben Montzka
Chair, Board of Commissioners

Chase Burnham
County Administrator

Conditional Use Permit for Local Government and Administration Buildings

Sunrise Township

1xxxx Sunrise Road / CSAH 9

Sunrise Township

PID 09.00041.20

Site Analysis

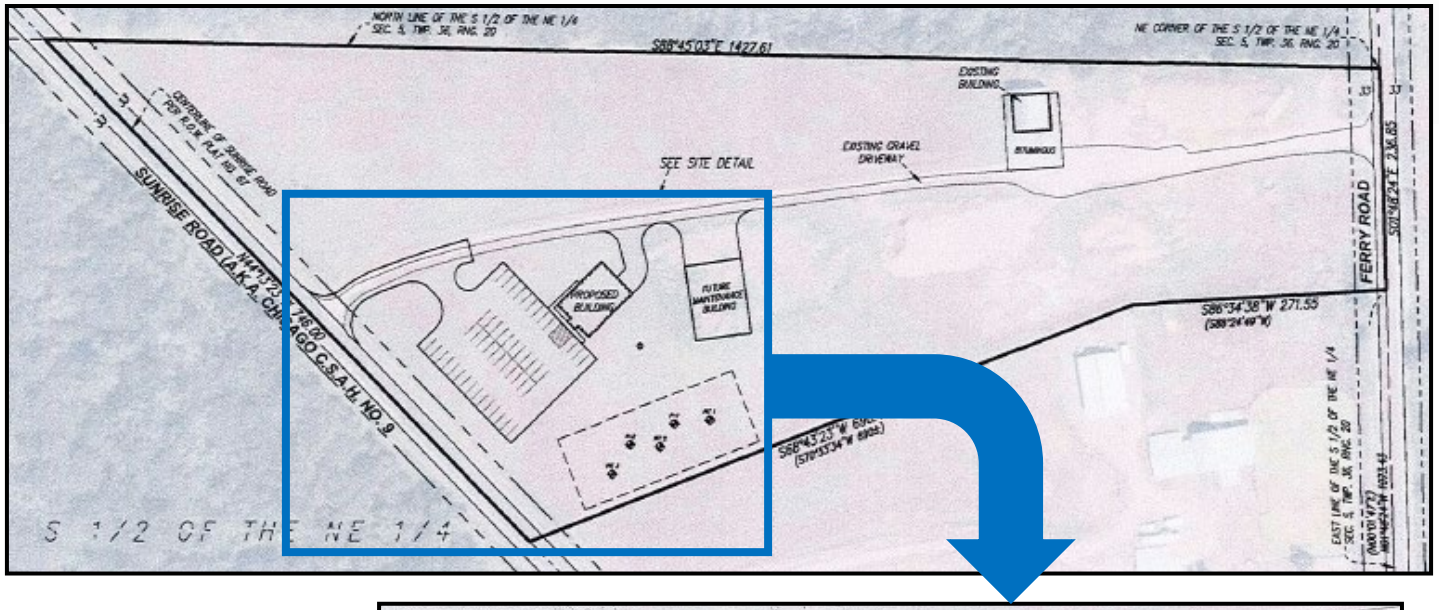
- The 10.50± acre site is generally located two-tenths of a mile northerly of the intersection of Sunrise Road / CSAH 9 and Olson Road on the easterly side of Sunrise Road / CSAH 9, approximately one-half (1/2) mile northeast of the existing town hall facility
- Site has an existing driveway off of Ferry Road and an unimproved field entrance off of Sunrise Road / CSAH 9
- Topography of the site includes fairly level elevations ranging from 835' near the southwest corner to 825' near the southeast corner, indicating a gentle slope from the west to the southeast. There are no wetlands and the site appears to be grass covered.
- Site and surrounding properties to the north, west and south are located within the Agricultural (AG) District, whereas properties directly east are located in the Rural Residential I (RRI) District.
- Surrounding properties range in size from nine to 55 acres and appear to be used for both residential and agricultural purposes. The closest dwelling is directly south, situated on a nine acre tract of land, approximately 360' from the shared property boundary.

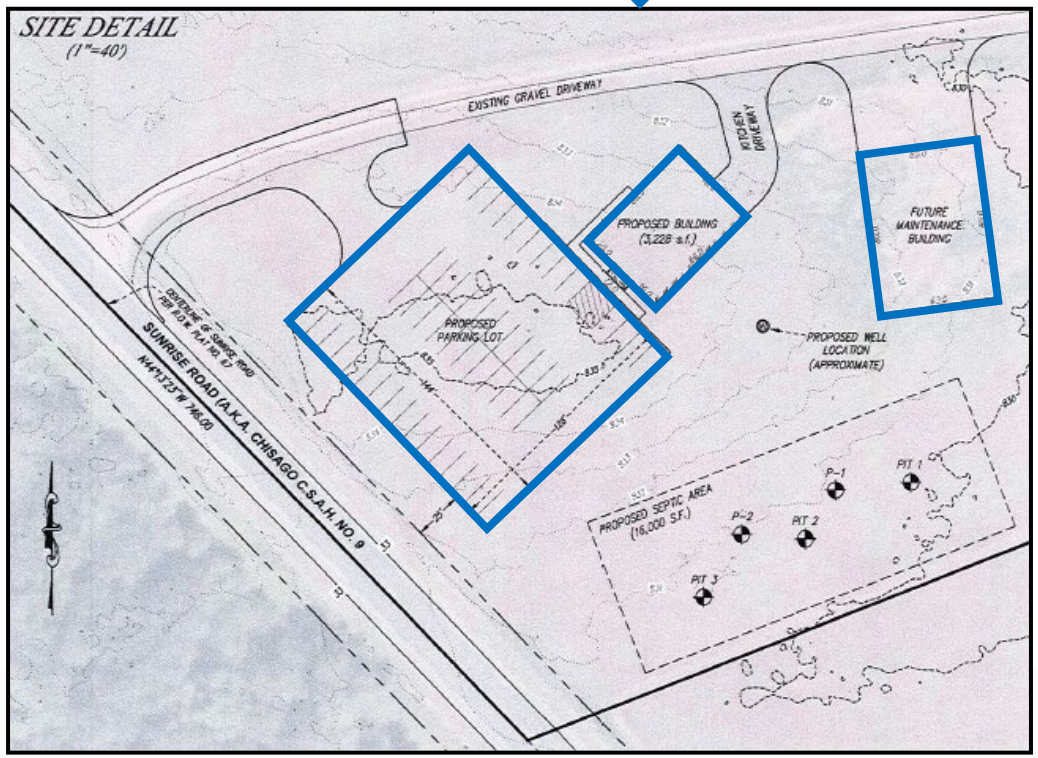
Proposal Analysis

Sunrise Township is requesting a CUP allowing for the construction of a new town hall and maintenance building on the 10.50± acre tract of land. The town hall facility will be used for regular monthly meetings, elections and occasional events, and will replace the existing town hall facility located at 41259 Oak Street.

The subject site is currently developed with a single 40' x 40' (1,600 sf) structure which was constructed in 2015 for the purposes of storing sand and salt for township road maintenance. Records show that Sunrise Township applied for and received a CUP for Local Government and Administration Buildings in 2015 for this structure.

- The proposed town hall facility is shown on the site plan to be 3,228 sf in size (48' x 66' with a 5' x 12' vestibule).
- The proposed maintenance building is shown to be 4,800 sf (60' x 80') in size and located straight east of the proposed town hall facility. The narrative suggests that the proposed maintenance building will be constructed within five years.





Proposal Analysis, cont.

The application materials offer the following information:

- Building Plans – The property owner has submitted preliminary building plans for the proposed town hall facility showing that the facility will include an office, secure storage space, men's and women's bathrooms, a meeting room, a kitchen, closets, and a mechanical room.
- Anticipated Number of Visitors – The proposed town hall facility will be designed for a maximum occupancy of 100 people.
- Sanitary Facilities – The building plans show bathroom facilities located in the southwesterly corner of the proposed structure, each including three toilets and/or urinals.
- Parking – A parking lot, including 50 parking spaces, is shown to be located between Sunrise Road / CSAH 9 and the proposed town hall facility, approximately 58' east of the westerly property boundary / centerline of Sunrise Road / CSAH 9.
- Driveways – The site plan shows that the subject site has two accesses / driveways. It's staff's understanding the east driveway – the Ferry Road driveway – will continue to be used for township access to the existing sand and salt storage structure and the existing field access from Sunrise Road / CSAH 9 will be improved as the main access for the proposed town hall facility. Based on the site plan, staff estimates that the proposed improved access is 25' wide. Without specific detail provided by the property owner, staff is not entirely certain of the driveway specifications (i.e., width, surface material, etc.).

Staff notes that the application materials do not address such topics as: hours of operation, types and frequency of events, exterior / parking lot lighting, potential sound impacts related to the proposed structures and intended uses and methods used for sound mitigation, and screening.

Review Process

Technical Review Committee
October 11, 2023

- The County Engineer commented that the existing field access, which is proposed to become the main public access, should be improved / upgraded to handle the proposed level of traffic. The County Engineer offered support for the main access to be located on Sunrise Road / CSAH 9 rather than Ferry Road so as to cause less impact to the Ferry Road neighborhood.
- No other concerns identified

Sunrise Town Board
October 19, 2023

- Recommended approval with no conditions

State Mandated
60-Day Review Period

- Expires on December 2, 2023

Staff Recommendation

Staff believes that the proposed use of Local Government and Administration Buildings complies with and is consistent with the intent of the Chisago County Zoning Ordinance and Comprehensive Plan. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the CUP with conditions and has prepared a resolution for the Commission's consideration.

Staff notes that, in an effort to address potential negative impacts to surrounding properties / property owners, the recommended conditions include suggested hours of operation for private events (see condition no. 2) and vegetative screening adjacent to the southerly property boundary / shared property boundary with closest dwelling (see condition no. 6).

Recommended Condition(s):

1. This Conditional Use Permit for Local Government and Administration Buildings allows for a town hall facility and maintenance building per the application materials dated received September 22, 2023 and kept on file with the Department of Environmental Services 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 no established hours of operation for government related activities; however, private events shall adhere to the following hours of operation:
   Monday through Thursday – 8:00 am to 9:00 pm
   Friday and Saturday – 8:00 am to 10:00 pm
   Sunday – 8:00 am to 9:00 pm

Staff Recommendation, cont.

3. The maximum number of private events (i.e., facility rental by the general public for non-government activities) shall be two (2) per calendar month.
4. Noise generated from the approved use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
5. There shall be no outdoor amplified music at any time. Further, if there are events featuring indoor amplified music, all exterior doors shall remain closed so as to minimize the impact to surrounding properties.
6. The permit holder shall install vegetative screening adjacent to the southerly property boundary beginning no less than 60' from centerline of Sunrise Road / CSAH 9 (so as to be in-line with the west boundary of the parking lot) and ending at the point where the property boundary changes from a southwest-northeast orientation to a more east-west orientation (a total distance of approximately 630'). The screening shall be located no closer than 15' from the property boundary and shall consist of two (2) staggered rows of six foot (6') tall coniferous trees planted no greater than sixteen feet (16') on center which meet or exceed 75% opacity within three (3) years of the approval date.
7. The permit holder shall accommodate all parking on-site and no parking shall be allowed on Sunrise Road / CSAH 9 or Ferry Road.
8. The Sunrise Road / CSAH 9 access shall be upgraded and improved to a minimum width of 25'. The permit holder shall be responsible for obtaining any necessary permit(s) from the Chisago County Highway Department related to this access.
9. Any exterior lighting shall be designed so as to limit light visible from adjacent roadways and adjacent properties.
10. All refuse containers shall be fully screened or enclosed.
11. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
12. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
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.

Options & Action Requested

OPTIONS

1. Recommend that the County Board **approve** the Conditional Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance or Comprehensive Plan upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. If tabling the request, the Commission should also include in its motion a **60-day extension** of the review period.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-1101, a resolution recommending approval of a Conditional Use Permit allowing Local Government and Administration Buildings on property located at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township, with Findings of Fact and conditions as presented or amended.

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Conditional Use Permit for Local Government and Administration Buildings
1xxxx Sunrise Road / CSAH 9, Sunrise Township
DATE: November 2, 2023

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a Conditional Use Permit (CUP) allowing Local Government and Administration Buildings in the Agricultural (AG) District. The request involves the construction of a new town hall and maintenance building on property located at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township.

SITE & APPLICATION INFORMATION

Applicant(s):	Sunrise Township
Property Owner(s):	Sunrise Township
Location:	1xxxx Sunrise Road / CSAH 9 Sunrise Township Section 5, Township 35, Range 20
PID:	09.00041.20
Property Area:	10.50± Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
East:	Rural Residential I (RRI) District
West:	Agricultural (AG) District
Date Application Received:	September 21, 2023
Date Application Complete:	October 3, 2023
60-Day Review Period:	December 2, 2023

BACKGROUND

Property owner Sunrise Township is requesting a CUP for Local Government and Administration Buildings, allowing for the construction of a new town hall and maintenance building on a 10.50± acre tract of land. The town hall facility will be used for regular monthly meetings, elections and occasional events, and will replace the existing town hall facility located at 41259 Oak Street in Sunrise Township.

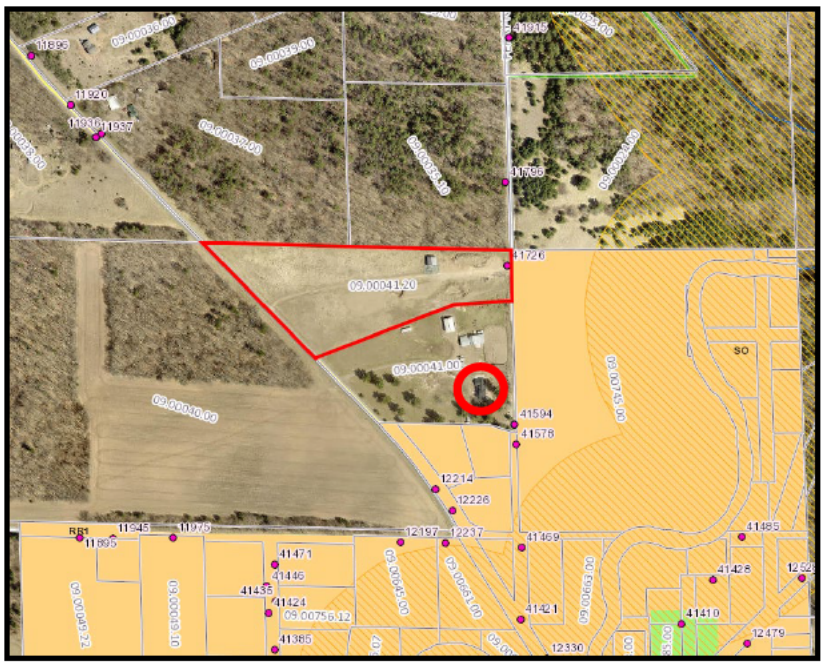
The subject site is currently developed with a single 40' x 40' (1,600 sf) structure located approximately 350' west of Ferry Road and approximately 35' south of the north property boundary. The structure was constructed in 2015 for the purposes of storing sand and salt for township road maintenance. Records show that Sunrise Township applied for and received a CUP for Local Government and Administration Buildings in 2015 for this structure. The application materials did not suggest or include any other structures; therefore, the township is required to obtain a new CUP for the proposed town hall and maintenance building.

SITE ANALYSIS

The 10.50± acre subject site is generally located two-tenths (.20) of a mile northerly of the intersection of Sunrise Road / CSAH 9 and Olson Road on the easterly side of Sunrise Road / CSAH 9, approximately one-half (1/2) mile northeast of the existing town hall facility. County records indicate that the site has a current address of 41726 Ferry Road; however, the application indicates that the site may be assigned a new Sunrise Road / CSAH 9 address as the public access will be from Sunrise Road / CSAH 9. The site has an existing driveway off of Ferry Road, which is used by the property owner to access the existing structure, and an unimproved field entrance off of Sunrise Road / CSAH 9. The site plan suggests that the existing field access will be improved and be used as the main public access.

Topography of the subject site includes fairly level elevations ranging from 835' near the southwest corner to 825' near the southeast corner, indicating a gentle slope from the west to the southeast. There are no wetlands and the site appears to be grass covered (i.e., few to no trees).

The subject site and surrounding properties to the north, west and south are located within the AG District, whereas properties directly east are located in the Rural Residential I (RRI) District. The adjacent image illustrates zoning of the subject site and surrounding properties.



Surrounding properties range in size from nine to 55 acres and appear to be used for both residential and agricultural purposes. The closest dwelling is directly south, situated on a nine acre tract of land, approximately 360' from the shared property boundary. This dwelling is shown circled in the image above.

PROPOSAL ANALYSIS

The property owners' written narrative explains that the proposed town hall facility will be designed for a maximum capacity of 100 people and will be used for regular monthly meetings (i.e., Town Board, Planning Commission, etc.), elections, and occasional events. The township's website indicates that the Town Board and Planning Commission each meet once monthly, but, as is common with boards and commissions, staff suspects that special meetings may be scheduled as deemed necessary. The narrative does not give any indication of how often or what types of other events may be held at the proposed facility.

The proposed town hall facility is shown on the site plan to be 3,228 sf in size (48' x 66' with a 5' x 12' vestibule) located approximately 190' easterly of Sunrise Road / CSAH 9 and slightly south of the existing gravel driveway which runs west to east through the property. Based on the site plan, staff estimates that the facility is approximately 175' from the south property boundary, which is the shared property boundary of the closest dwelling. Other setbacks are unknown but appear to far exceed the minimum required setbacks.

The proposed maintenance building is shown to be 4,800 sf (60' x 80') in size and located straight east of the proposed town hall facility and approximately 280' easterly of Sunrise Road / CSAH 9. Based on the site plan. staff estimates that the facility is approximately 120' from the south property boundary, which is the shared property boundary of the closest dwelling. Other setbacks are unknown but appear to far exceed the minimum required setbacks. The narrative suggests that the proposed maintenance building will be constructed within five years.

The written narrative states that the site will be improved with a septic system designed as a pressure fed in-ground system.

The application materials offer the following information:

- Building Plans – The property owner has submitted preliminary building plans for the proposed town hall facility. The plans include a "floor layout plan" showing that the facility will include an office, secure storage space, men's and women's bathrooms, a meeting room, a kitchen, closets, and a mechanical room.
- Anticipated Number of Visitors – The proposed town hall facility will be designed for a maximum occupancy of 100 people.
- Sanitary Facilities – The building plans show bathroom facilities located in the southwesterly corner of the proposed structure, each including three toilets and/or urinals.
- Parking – A parking lot, including 50 parking spaces, is shown to be located between Sunrise Road / CSAH 9 and the proposed town hall facility, approximately 58' east of the westerly property boundary / centerline of Sunrise Road / CSAH 9.
- Driveways – The site plan shows that the subject site has two accesses / driveways. It's staff's understanding the east driveway – the Ferry Road driveway – will continue to be used for township access to the existing sand and salt storage structure and the existing field access from Sunrise Road / CSAH 9 will be improved as the main access for the proposed town hall facility. Based on the site plan, staff estimates that the proposed improved access is 25' wide. Without specific detail provided by the property owner, staff is not entirely certain of the driveway specifications (i.e., width, surface material, etc.).

Staff notes that the application materials do not address such topics as: hours of operation, types and frequency of events, exterior / parking lot lighting, potential sound impacts related to the proposed structures and intended uses and methods used for sound mitigation, and screening. Staff has included recommended conditions of approval which address most of these issues. These recommended conditions are intended to facilitate discussion and should be modified or eliminated as the Commission deems appropriate.

REVIEW PROCESS

The Technical Review Committee met with Town Board member Greg Strom on October 11, 2023.

- The County Sanitarian did not express any concerns with the proposed septic system but did explain that a grease trap would be necessary due to a proposed kitchen within the proposed town hall facility.
- The County Engineer commented that the existing field access, which is proposed to become the main public access, should be improved / upgraded to handle the proposed level of traffic. The County Engineer offered support for the main access to be located on Sunrise Road / CSAH 9 rather than Ferry Road so as to cause less impact to the Ferry Road neighborhood.

The committee did not identify any other concerns.

The Sunrise Town Board reviewed the proposed CUP at its October 19, 2023 meeting and recommended approval with no conditions.

The application was submitted on September 22, 2023 and deemed complete on October 3, 2023. The State mandated 60-day review period expires on December 2, 2023.

WRITTEN TESTIMONY

Written testimony was received from William & Katie Campbell of 41594 Ferry Road, Sunrise Township (see attached).

FINDINGS OF FACT

Zoning Ordinance Section 8.04 (Conditional Use Permits) C. states that the Planning Commission shall consider possible effects of the proposed conditional use based upon, but not limited to, the general factors listed below. Staff has provided proposed findings, shown in *italics* below, for the Commission's consideration.

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

Finding #1 *While the Chisago County Comprehensive Plan does not include goals and policies specifically related to the proposed use of Local Government and Administration Buildings, the County finds that the proposed use does not conflict with the Comprehensive Plan. And, being that the Chisago County Zoning Ordinance specifically identifies Local Government and Administration Buildings as an allowable Conditional Use within the Agricultural (AG) District, the County further finds that the proposed use is consistent with the development policies of the County.*

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 utilize a private well and septic system, will provide off-street parking for visitors, and will have direct access to well-established and well-maintained roadways, including Sunrise Road / CSAH 9 and Ferry Road (a township road). Further, the proposed use will not require use of or have impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed use will not create any 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 subject site is located in a fairly sparsely developed portion of Sunrise Township. Therefore, the greatest impact is likely to be made on the property immediately south, which is the site of the closest dwelling. The County finds that by establishing conditions related to such concerns as hours of operation for private events, amplified music and vegetative screening, these potential impacts can be minimized or eliminated so as not to cause undue negative impacts to existing development or deter future development.*

Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

Finding #4 *While the County has not been provided with renderings of the proposed development, there is no evidence to suggest that the proposed town hall or maintenance building will have an appearance which would cause adverse effects upon adjacent properties. However, the greatest impact is likely to be made on the property immediately south, which is the site of the closest dwelling. The County finds that by establishing conditions related to screening, any potential adverse effects related to appearance can be minimized or eliminated.*

Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;

Finding #5 *The County finds that the Chisago County Zoning Ordinance identifies Local Government and Administration Buildings as an allowable Conditional Use in the AG District, without any established performance standards, and is, therefore, related to the land use goals of the County.*

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 *See Finding #5.*

Factor #7 The proposed use will not cause traffic hazard or congestion; and

Finding #7 *The subject site is shown to have two access points / driveways, an existing driveway from Ferry Road and a field entrance from Sunrise Road / CSAH 9 which will be upgraded and improved in order to be used as the main driveway for public use. The County recognizes that there will be periods of increased traffic – specifically during elections and special events – however, the County further recognizes that these noted events will occur infrequently. Further, the County Engineer, as Road Authority for Sunrise Road / CSAH 9, and Sunrise Township, as Road Authority for Ferry Road, have considered the request and have not identified any concerns related to traffic hazard or congestion.*

Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.

Finding #8 *Being that the general area surrounding the subject site is fairly sparsely developed and the greatest potential impact is likely to be made on the property immediately south, which is the site of the closest existing dwelling, the County finds that the establishment of conditions related to such concerns as hours of operation for private events, amplified music, and vegetative screening will minimize or eliminate any potential adverse impacts related to noise, glare and general unsightliness.*

STAFF RECOMMENDATION

Staff believes that the proposed use of Local Government and Administration Buildings complies with and is consistent with the intent of the Chisago County Zoning Ordinance and Comprehensive Plan. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, **staff recommends approval** of the CUP with conditions and has prepared a resolution for the Commission's consideration.

Staff notes that, in an effort to address potential negative impacts to surrounding properties / property owners, the recommended conditions include suggested hours of operation for private events (see condition no. 2) and vegetative screening adjacent to the southerly property boundary / shared property boundary with closest dwelling (see condition no. 6).

Recommended Condition(s):

1. This Conditional Use Permit for Local Government and Administration Buildings allows for a town hall facility and maintenance building per the application materials dated received September 22, 2023 and kept on file with the Department of Environmental Services 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 no established hours of operation for government related activities; however, private events shall adhere to the following hours of operation:
   Monday through Thursday – 8:00 am to 9:00 pm
   Friday and Saturday – 8:00 am to 10:00 pm
   Sunday – 8:00 am to 9:00 pm
3. The maximum number of private events (i.e., facility rental by the general public for non-government activities) shall be two (2) per calendar month.
4. Noise generated from the approved use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
5. There shall be no outdoor amplified music at any time. Further, if there are events featuring indoor amplified music, all exterior doors shall remain closed so as to minimize the impact to surrounding properties.
6. The permit holder shall install vegetative screening adjacent to the southerly property boundary beginning no less than 60' from centerline of Sunrise Road / CSAH 9 (so as to be in-line with the west boundary of the parking lot) and ending at the point where the property boundary changes from a southwest-northeast orientation to a more east-west orientation (a total distance of approximately

630'). The screening shall be located no closer than 15' from the property boundary and shall consist of two (2) staggered rows of six foot (6') tall coniferous trees planted no greater than sixteen feet (16') on center which meet or exceed 75% opacity within three (3) years of the approval date.

7. The permit holder shall accommodate all parking on-site and no parking shall be allowed on Sunrise Road / CSAH 9 or Ferry Road.
8. The Sunrise Road / CSAH 9 access shall be upgraded and improved to a minimum width of 25'. The permit holder shall be responsible for obtaining any necessary permit(s) from the Chisago County Highway Department related to this access.
9. Any exterior lighting shall be designed so as to limit light visible from adjacent roadways and adjacent properties.
10. All refuse containers shall be fully screened or enclosed.
11. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
12. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
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.

OPTIONS

1. Recommend that the County Board **approve** the Conditional Use Permit with Findings of Fact and conditions presented or amended.
2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance or Comprehensive Plan upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. **Table** the request to allow for submission of additional supporting documentation and/or further review and consideration. If tabling the request, the Commission should also include in its motion a **60-day extension** of the review period.

ACTION REQUESTED

Motion to adopt Resolution No. PC2023-1101, a resolution recommending approval of a Conditional Use Permit allowing Local Government and Administration Buildings on property located at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township, with Findings of Fact and conditions as presented or amended.

ATTACHMENTS

1. Application materials:
   a. Application
   b. Written narrative

   c. Site plan
   d. Building plans
2. Written testimony from William & Katie Campbell
3. Aerial location map (1) – subject property
4. Aerial location map (2) – vicinity map
5. Draft Resolution No. PC2023-1101

CC: Sunrise Township, property owner
County file

Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # 23-1805

Township SUNRISE **S/T/R** SEC 5, T35N, R20W **PID#** 09.00041.20

Project Address XXXXX SUNRISE ROAD (CSAH#9)

Property Owner(s) SUNRISE TOWNSHIP 55056

Mailing Address (If Different from Project Address) 41259 OAK ST., P.O. BOX 933, NORTH BRANCH, MN

Phone# [redacted] **Email** [redacted]

Applicant(s) SUNRISE TOWNSHIP

Mailing Address (If Different from Project Address) SAME AS PROPERTY OWNER

Phone# _____ **Email** _____

Type of Request (Check All That Apply)

Board of Adjustment & Appeals
- ☐ Variance
- ☐ Administrative Appeal

Planning Commission
- ☒ Conditional Use Permit (CUP)
- ☐ Interim Use Permit (IUP)
- ☐ Amendment to CUP or IUP
- ☐ Preliminary Plat
- ☐ Rezoning
- ☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) CUP TO BUILD TOWNSHIP OWNED BLDGS. IN AG. ZONE.

Required Attachments (Additional Attachments May Be Required Based On The Specific Request)

- ☒ Full Legal Description EXHIBIT 'A'
- ☒ Detailed Site Plan
- ☒ Detailed Written Narrative
- ☒ ~~Plat Drawings~~

Applicant Signature — Date of Application: 9/21/23

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

Fees		Dates	
Base Fee	$525.00	Application Received	9-22-23
Recording Fee	$46.00	Application Complete	10-3-23
Plat Fee – No Road(s) / With Road(s)	$	(60) / 120 Day Review Period	12-2-23
Septic Compliance Fee	$	Extended Review Period	
Wetland Fee	$		
TOTAL FEE	$571.00		

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township SUNRISE **S/T/R** SEC 5, T35N, R20W **PID#** 09.00041.20

Project Address XXXXX SUNRISE ROAD (CSAH #9)

Property Owner(s) SUNRISE TOWNSHIP

Mailing Address (If Different from Project Address) 41259 OAK ST, P.O. BOX 933, NORTH BRANCH, MN 55056

Phone# _____ **Email** _____

Applicant(s) SUNRISE TOWNSHIP

Mailing Address (If Different from Project Address) SAME AS PROPERTY OWNER

Phone# _____ **Email** _____

Type of Request (Check All That Apply)

Board of Adjustment & Appeals	Planning Commission	
☐ Variance	☒ Conditional Use Permit (CUP)	☐ Preliminary Plat
☐ Administrative Appeal	☐ Interim Use Permit (IUP)	☐ Rezoning
	☐ Amendment to CUP or IUP	☐ Ordinance Amendment

Description of Request (Attach Separate Sheet if Necessary) CUP TO BUILD TOWNSHIP OWNED BLDGS IN AG ZONE

_____ _____

Applicant Signature **Date of Application**

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

****

Date of County Public Hearing NOV 2, 2023 **Date of Township Presentation** OCT 19, 2023

Township Action Taken (Township Use Only)

☒ Recommendation of Approval ☐ Recommendation of Denial

Recommended Conditions of Approval OR Legal Findings for Recommendation of Denial

_____

Signatures of Township Officials or Authorized Personnel

_____ _____ _____

_____ _____ _____

CUP APPLICATION

Sunrise Township

New Township Hall & Maintenance Bldg. in AG Zone

To: Chisago County & Sunrise Township

Sunrise Township is planning to build a new 48' x 66' Town Hall on a 10.4 acre parcel owned by the Township. The parcel is zoned Agriculture – a public building is allowed in an AG zone with a CUP. We request that the CUP also include a future 60' x 80' maintenance building that is projected to be built within five years.

The new Town Hall is to be used for regular monthly meetings, elections and occasional events. Designed for a max. 100-person capacity.

The new septic system has been designed as a pressure fed in-ground system. The system will be large enough to also accommodate the future maintenance bldg..

The proposed location of the well as shown on the site plan is 60' from the drainfield/septic facilities and 48' from the building.

Parking lot shown is 25' from the CSAH #9 (Sunrise Road) ROW. Existing drive way to be used – this driveway also connects to Ferry Road.

Thank you for your consideration.

Sunrise Township

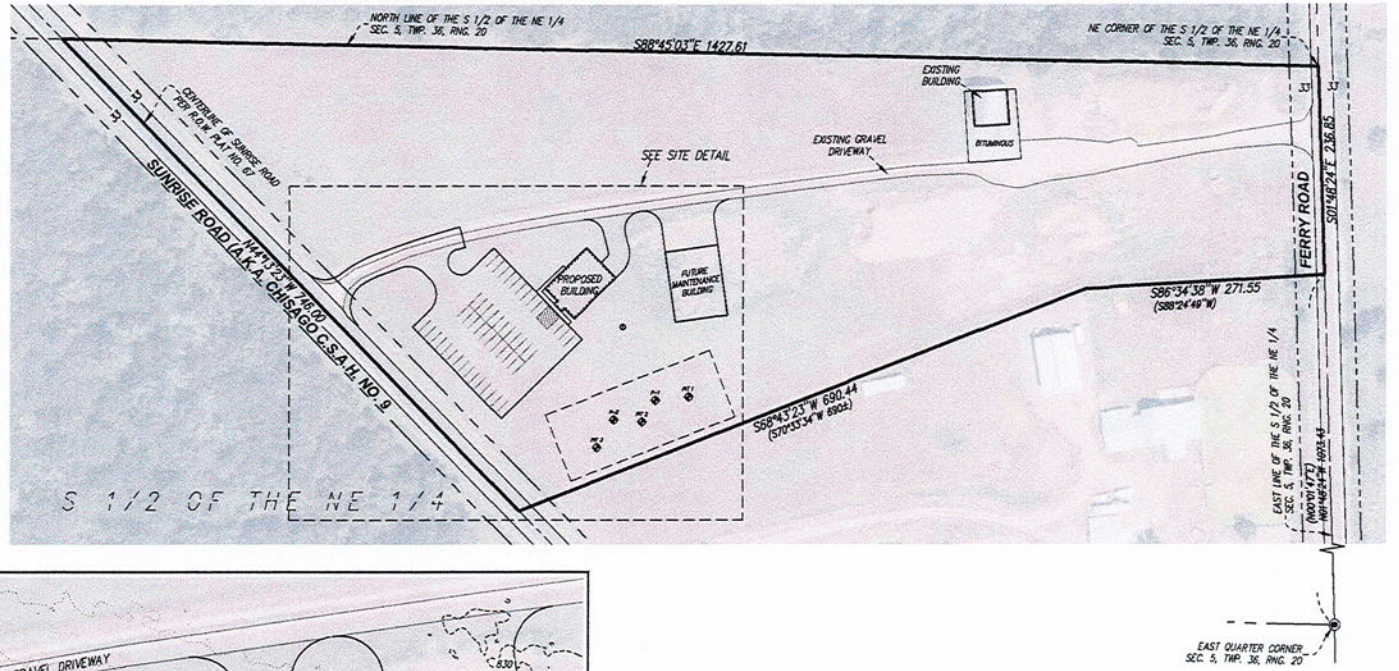
Boundary Survey and Site Plan

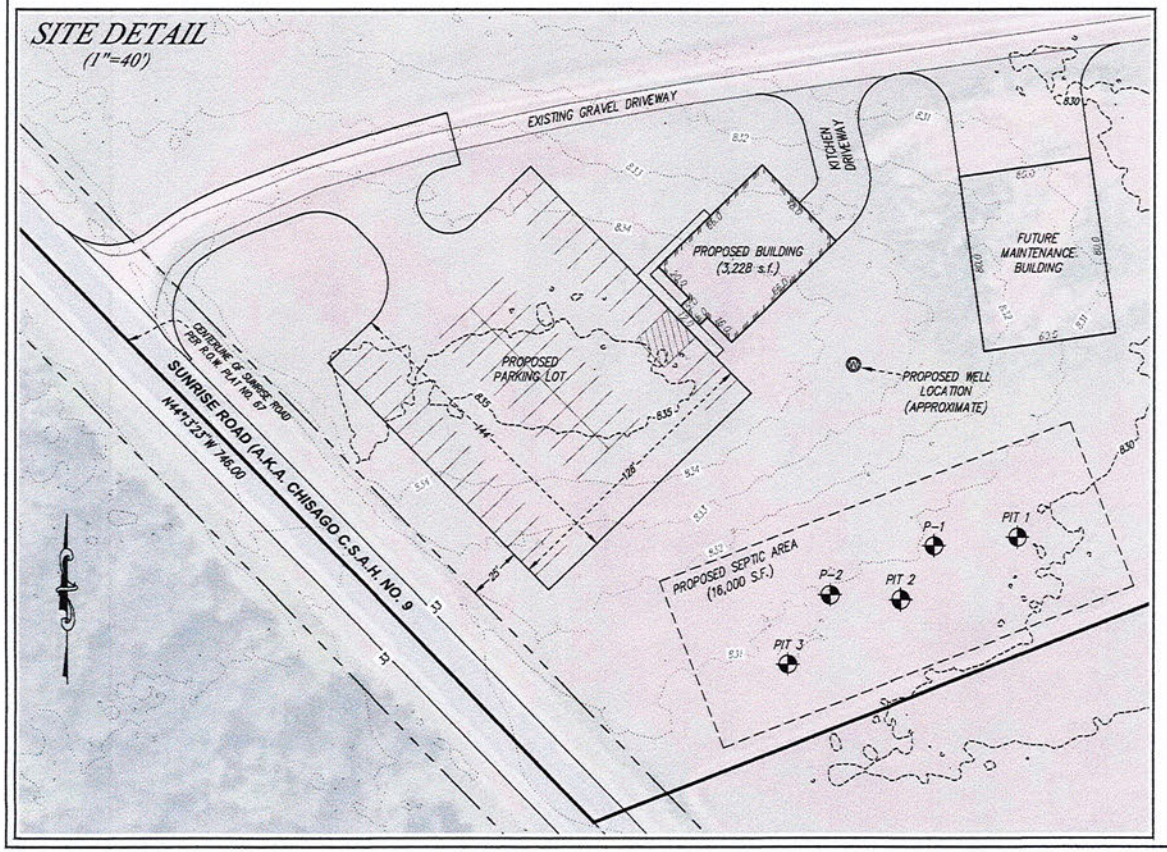
for:: Sunrise Township

Part of the S 1/2 of the NE 1/4
Sec. 5, T33N, R20W of the 4th P.M.
Chisago County, Minnesota

LEGEND

- ○ DENOTES SET ½"x14" IRON PIPE WITH CAP MARKED RLS 42627
- ◉ DENOTES CHISAGO COUNTY LAND CORNER MONUMENT





LEGAL DESCRIPTION:

That part of the South Half of the Northeast Quarter (S 1/2 of NE 1/4) of Section Five (5), Township thirty-five (35) North, Range Twenty (20) West, Chisago County, Minnesota, lying northeasterly of the center line of County State Aid Highway No. 9 (also known as Sunrise Road) and northerly of the following described line:

Commencing at the east quarter corner of said Section 5; thence North 0 degrees 01 minutes 47 seconds East, assumed bearing along the east line of said Section 5; a distance of 1073.43 feet to the point of beginning of a line to be described; thence South 88 degrees 24 minutes 49 seconds West, a distance of 271.55 feet; thence South 70 degrees 33 minutes 54 seconds West, a distance of 690 feet, more or less, to the centerline of said County State Aid Highway No. 9 and there terminating.

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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Print Name: Kyle J. Roddy License # 42627

Signature: Date: 9/20/2023

LHB
324 Garfield St. South | Cambridge, MN 55008
763.218.1235 | LHBcorp.com

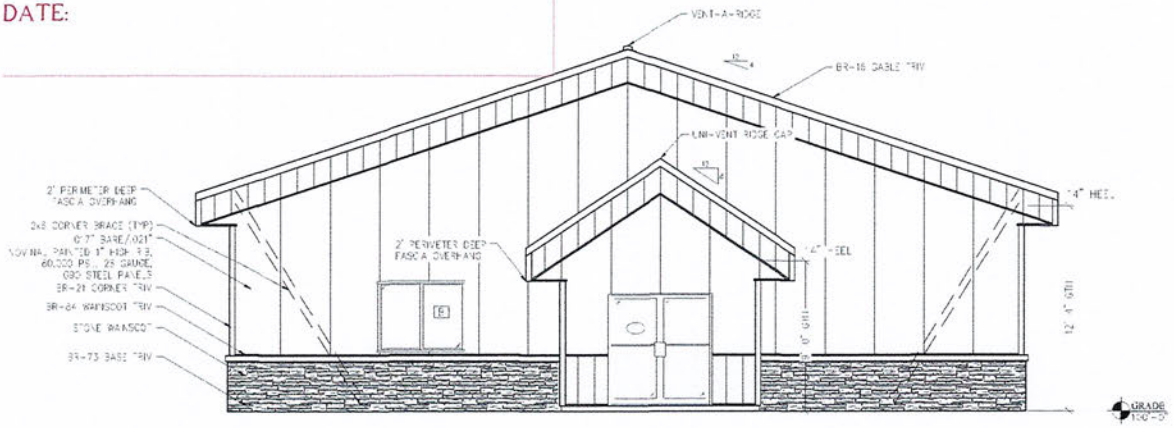
I HAVE ACCEPTED THE PRELIMINARY DRAWINGS

CUSTOMER SIGNATURE:

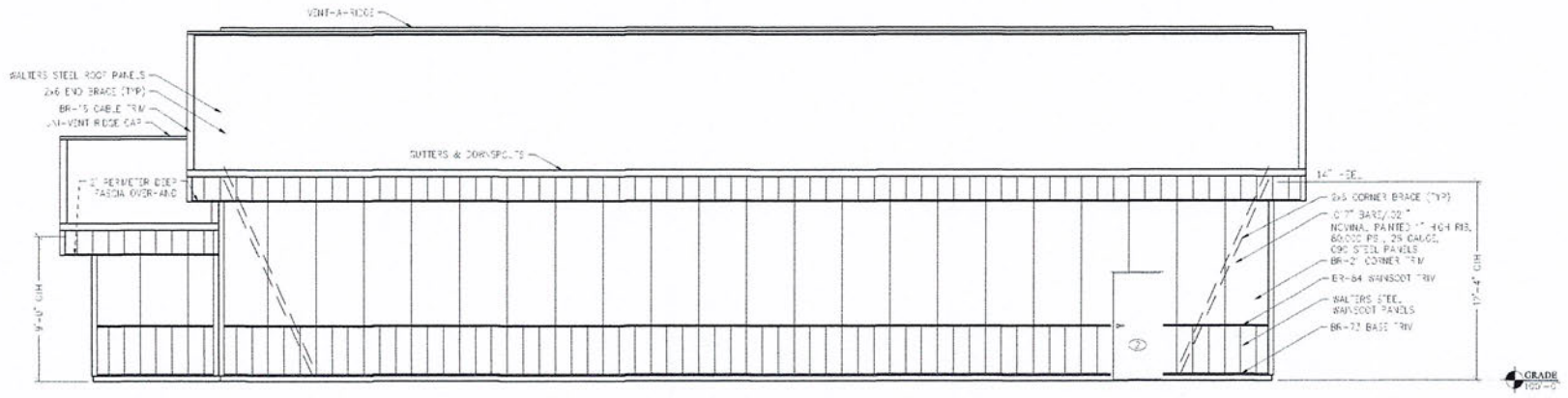
DATE:

DOOR & WINDOW SCHEDULE

TAG	TYPE	ROUGH OPENING W x H	QUANTITY
①	3'X6'-8" GLASS WALK DOOR	FIELD VERIFY	2
②	3'X6'-8" THERMAL BREAK WALK DOOR W/PANIC HARDWARE	4'3"X82 5/8"	3
③	3'X6'-8" WALK DOOR OPENING	FIELD VERIFY	8
④	6'X6'-8" DOUBLE WALK DOOR OPENING	FIELD VERIFY	-
X	4'X4' WINDOW FRAMED OPENING	48"x48"	6
Y	5'X4' WINDOW FRAMED OPENING	60"x48"	-
Z	8'X4' WINDOW FRAMED OPENING	96"x48"	-



1 FRONT END ELEVATION
A1 SCALE: 3/16" = 1'-0"



2 RIGHT SIDE ELEVATION
A1 SCALE: 3/16" = 1'-0"

CHANGES MAY BE NECESSARY PER CODE OR STRUCTURAL REQUIREMENTS - ALL DRAWINGS ARE INTELLECTUAL PROPERTY OF WALTERS BUILDINGS UNTIL SOLD

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6600 Midland Ct
Allenton, WI 53002
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www.waltersbuildings.com

PRELIMINARY PLANS - NOT FC CONSTRUCTIO

OWNER NAME: SUNRISE TOWNSH

OWNER ADDRESS: NORTH BRANCH, MN 55056

PROJECT NAME: 48x66 BUILDING W/ 12X7 VESTIBUI

PROJECT ADDRESS: NORTH BRANCH, MN 55056

SALES REP / DEALER: CURT MIERS

DRAFTER: DAVID M

ESTIMATOR: ESTIMATOR

LAST SAVED BY: DMERKEL ON: 8/01/2

PAPER SIZE: ARCH FULL BLEED C (18.00 X 24.00 IN)

SCALE: AS NOTED

ENGINEER:

NEW 07/14/23

JOB NUMBER: 60-1156

SHEET NUMBER: A1

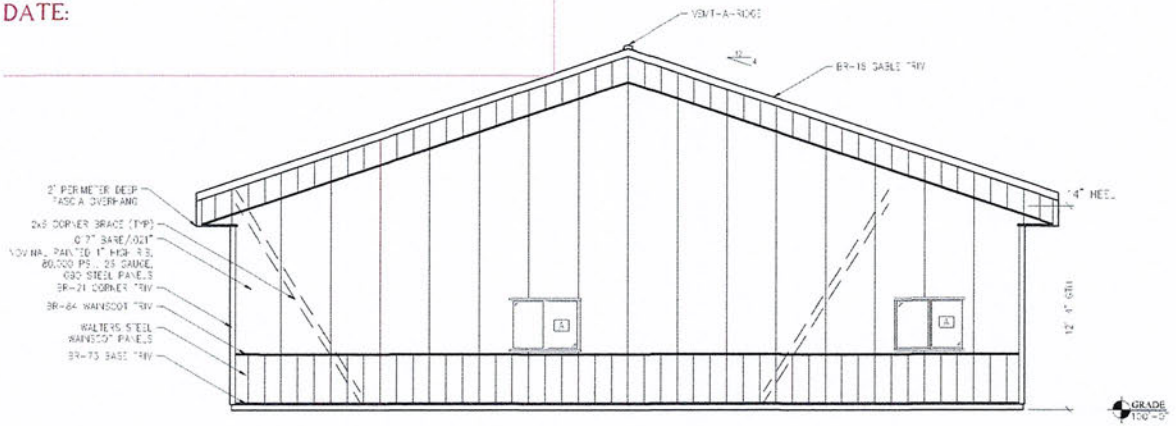
I HAVE ACCEPTED THE PRELIMINARY DRAWINGS

CUSTOMER SIGNATURE:

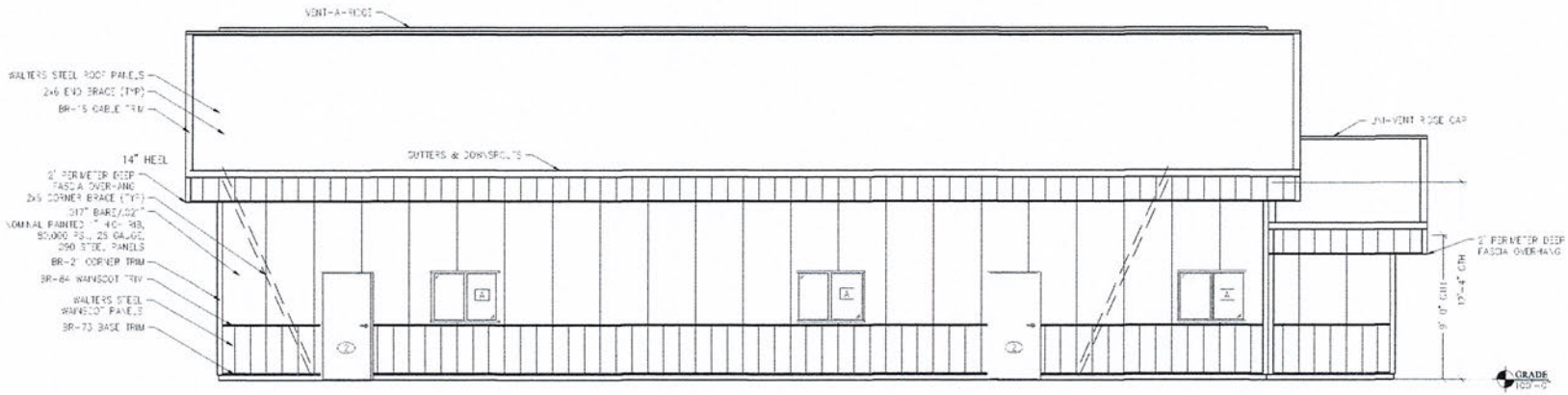
DATE:

DOOR & WINDOW SCHEDULE

TAG	TYPE	ROUGH OPENING W x H	QUANTITY
1	3'X6'-8" GLASS WALK DOOR	FIELD VERIFY	2
2	3'X6'8" THERMAL BREAK WALK DOOR W/PANIC HARDWARE	42"X82.5"	3
3	3'X6'-8" WALK DOOR OPENING	FIELD VERIFY	8
4	6'X6'-8" DOUBLE WALK DOOR OPENING	FIELD VERIFY	-
A	4'X4' WINDOW FRAMED OPENING	48"x48"	6
H	5'X4' WINDOW FRAMED OPENING	60"x48"	-
H	8'X4' WINDOW FRAMED OPENING	96"x48"	-



1 BACK END ELEVATION
A1.1 SCALE: 3/16" = 1'-0"



2 LEFT SIDE ELEVATION
A1.1 SCALE: 3/16" = 1'-0"

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PRELIMINARY PLANS - NOT FO CONSTRUCTIO

OWNER NAME:
SUNRISE TOWNSH

OWNER ADDRESS:
NORTH BRANCH, MN 55056

PROJECT NAME:
48'x66' BUILDING W/ 12'x7' VESTIBUI

PROJECT ADDRESS:
NORTH BRANCH, MN 55056

SALES REP / DEALER:
CURT MIERS

DRAFTER:
DAVID M

ESTIMATOR:
ESTIMATOR

LAST SAVED BY:
DMOISEL ON: 9/30/2

PAPER SIZE:
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SCALE:
AS NOTED

ENGINEER:

JOB NUMBER:
60-1156

SHEET NUMBER:
A1.1

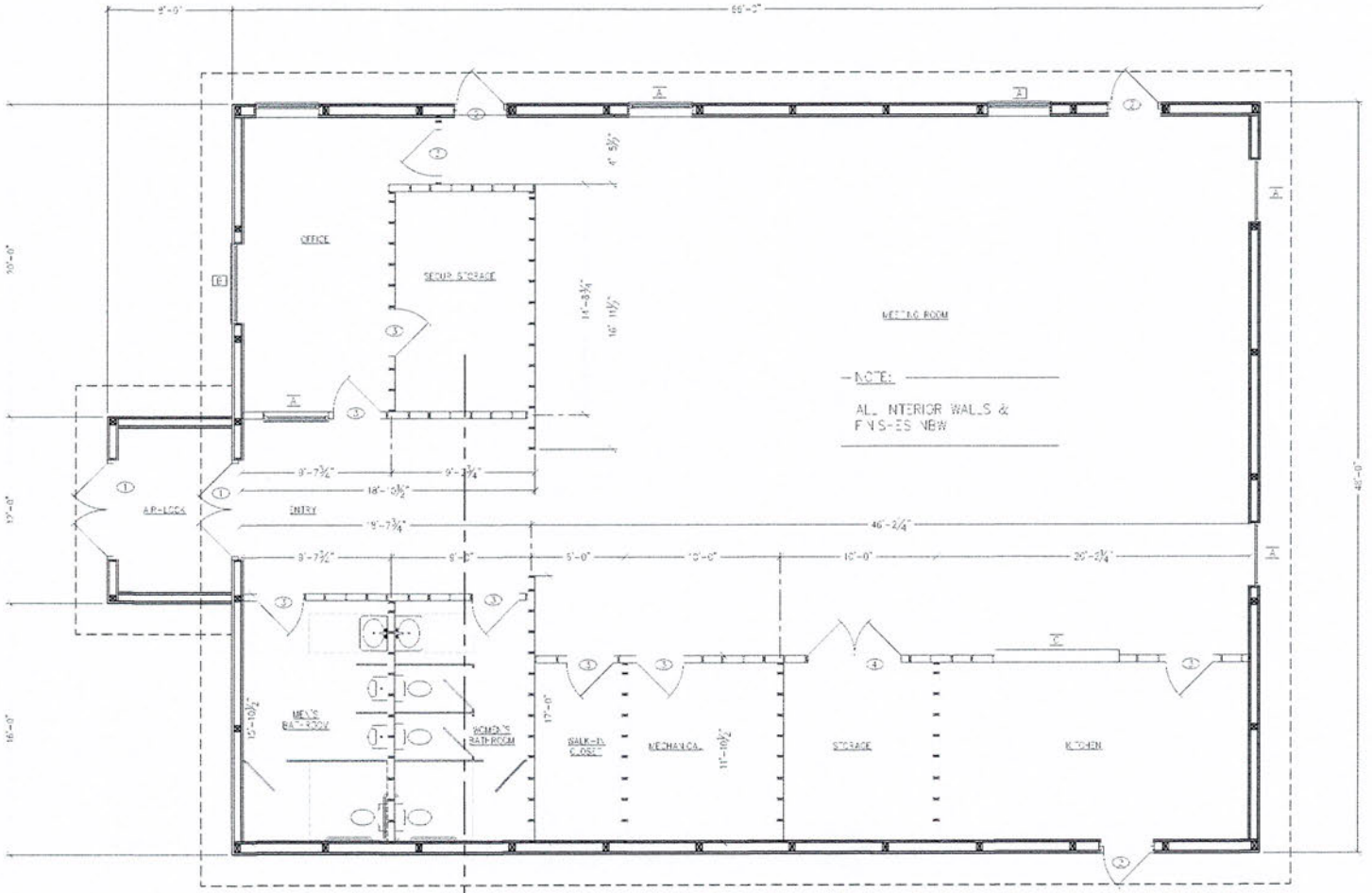
I HAVE ACCEPTED THE PRELIMINARY DRAWINGS

CUSTOMER SIGNATURE:

DATE:

DOOR & WINDOW SCHEDULE

TAG	TYPE	ROUGH OPENING W x H	QUANTITY
1	3'X6'-8" GLASS WALK DOOR	FIELD VERIFY	2
2	3'X6'-8" THERMAL BREAK WALK DOOR W/PANIC HARDWARE	40¾"x82½"	3
3	3'X6'-8" WALK DOOR OPENING	FIELD VERIFY	8
4	6'X6'-8" DOUBLE WALK DOOR OPENING	FIELD VERIFY	-
A	4'X4' WINDOW FRAMED OPENING	48"x48"	6
H	5'X4' WINDOW FRAMED OPENING	60"x48"	-
M	8'X4' WINDOW FRAMED OPENING	96"x48"	-



1 / A2 FLOOR LAYOUT PLAN
SCALE: 3/16" = 1'-0"

1 / S4

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PRELIMINARY PLANS - NOT FO CONSTRUCTIO

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SUNRISE TOWNSH

OWNER ADDRESS:
NORTH BRANCH, MN 55056

PROJECT NAME:
48x66' BUILDING W/ 12x7' VESTIBUI

PROJECT ADDRESS:
NORTH BRANCH, MN 55056

SALES REP / DEALER:
CURT MIERS

DRAFTER:
DAVID M

ESTIMATOR:
ESTIMATOR

LAST SAVED BY:
DMERSEL ON: 8/31/2

PAPER SIZE:
ARCH FULL SHEET (18.00 X 24.00 INCH

SCALE:
AS NOTED

ENGINEER:

JOB NUMBER:
60-1156

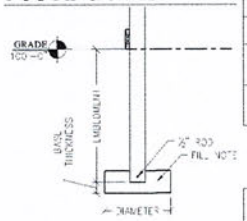
SHEET NUMBER:
A2

I HAVE ACCEPTED THE PRELIMINARY DRAWINGS

CUSTOMER SIGNATURE:

DATE:

FOOTING & FILL NOTE

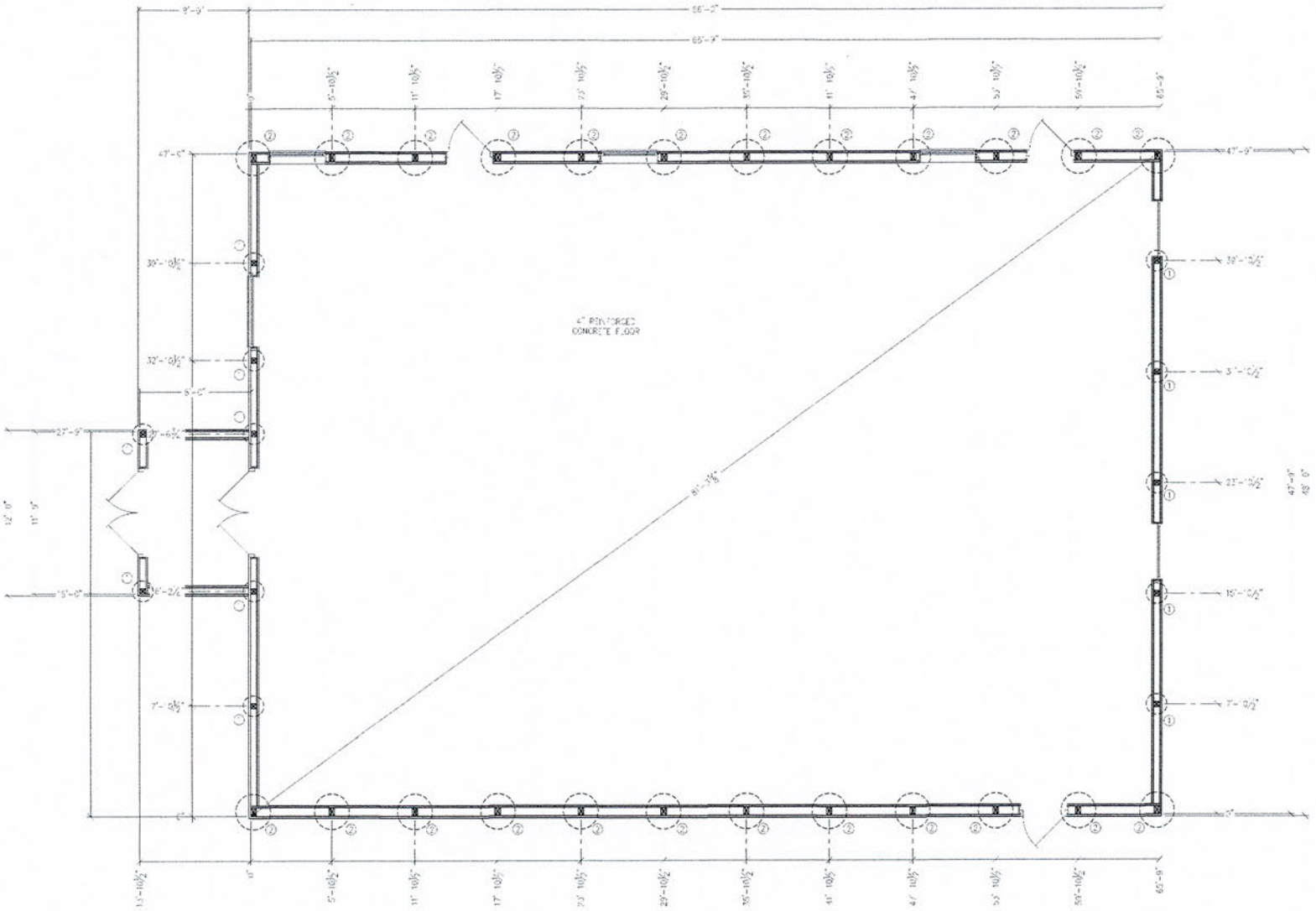


COLUMN & FOOTING SCHEDULE

TAG	COLUMN TYPE	DIAMETER	EMBEDMENT
○	(3)-PLY 2x6 #2 SYP STP LAM COLUMN	18" DIA	4'-0"
②	(3)-PLY 2x8 #2 SYP STP LAM COLUMN	30" DIA	4'-0"

FILL SCHEDULE

DIAMETER	BASE THICKNESS	FILL NOTE	QUANTITY
18" DIA	6"	PLACE (.5)-80# BAG SAKRETE, BACKFILL w/ (1.0)-80# BAG SAKRETE	12
30" DIA	7"	PLACE (5.0)-80# BAG SAKRETE, BACKFILL w/ (3.0)-80# BAG SAKRETE	24



1 COLUMN PLAN
S1 SCALE: 3/16" = 1'-0"

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OWNER ADDRESS:
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DRAFTER:
DAVID M

ESTIMATOR:
ESTIMATOR

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DMERKEL ON: 9/10/2

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I HAVE ACCEPTED THE PRELIMINARY DRAWINGS

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DATE:

DOOR & WINDOW SCHEDULE

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③	3'X6'-8" WALK DOOR OPENING	FIELD VERIFY	8
④	6'X6'-8" DOUBLE WALK DOOR OPENING	FIELD VERIFY	-
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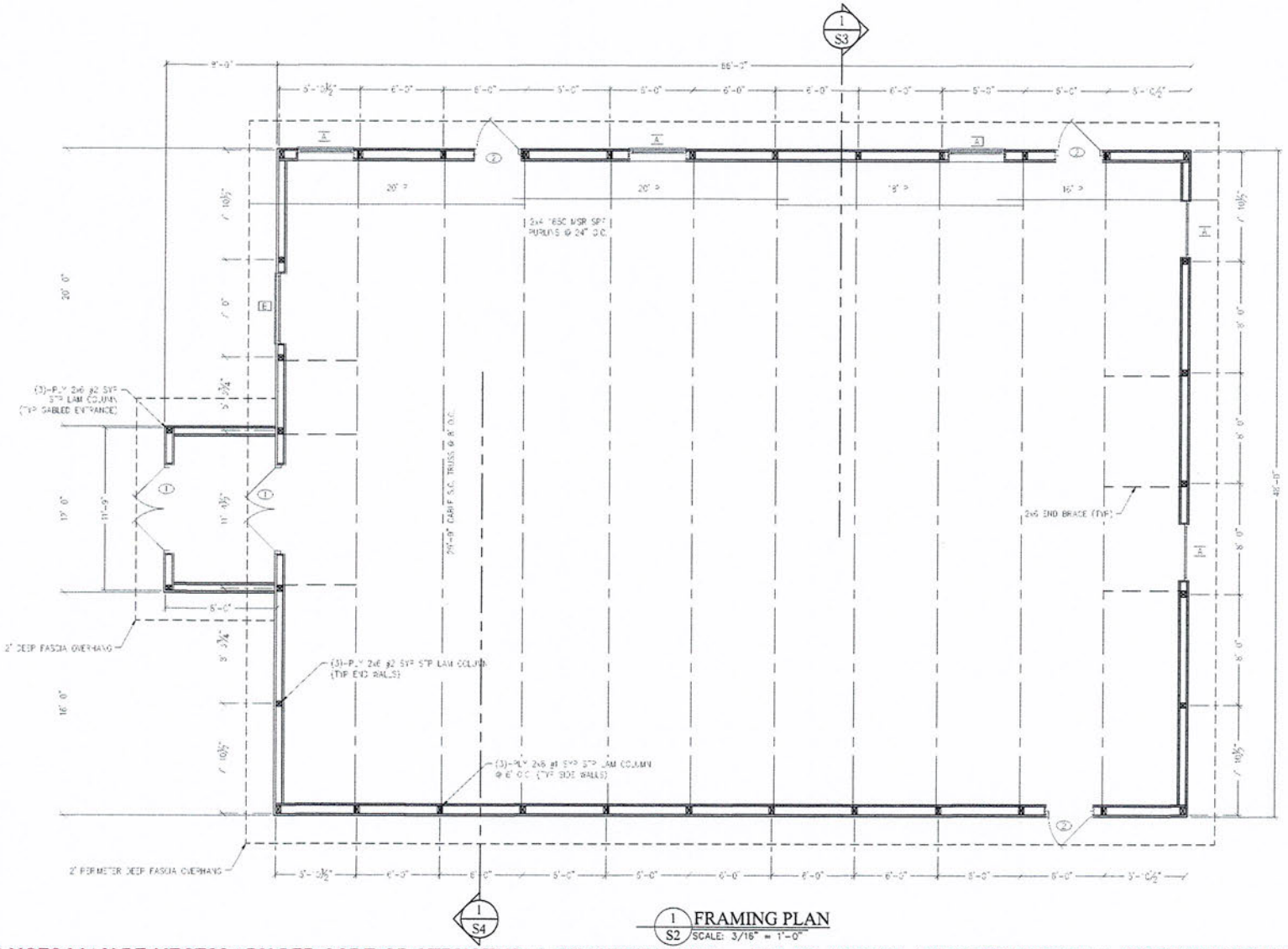
H	5'x4' WINDOW FRAMED OPENING	60"x48"	-
H	8'x4' WINDOW FRAMED OPENING	96"x48"	-



1 S2 FRAMING PLAN
SCALE: 3/16" = 1'-0"

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PROJECT NAME:
48'x66' BUILDING W/ 12'x7' VESTIBUI

PROJECT ADDRESS:
NORTH BRANCH, MN 55056

SALES REP / DEALER:
CURT MIERS

DRAFTER:
DAVID M

ESTIMATOR:
ESTIMATOR

LAST SAVED BY:
DMERKEL ON 9/4/2

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SCALE:
AS NOTED

ENGINEER:

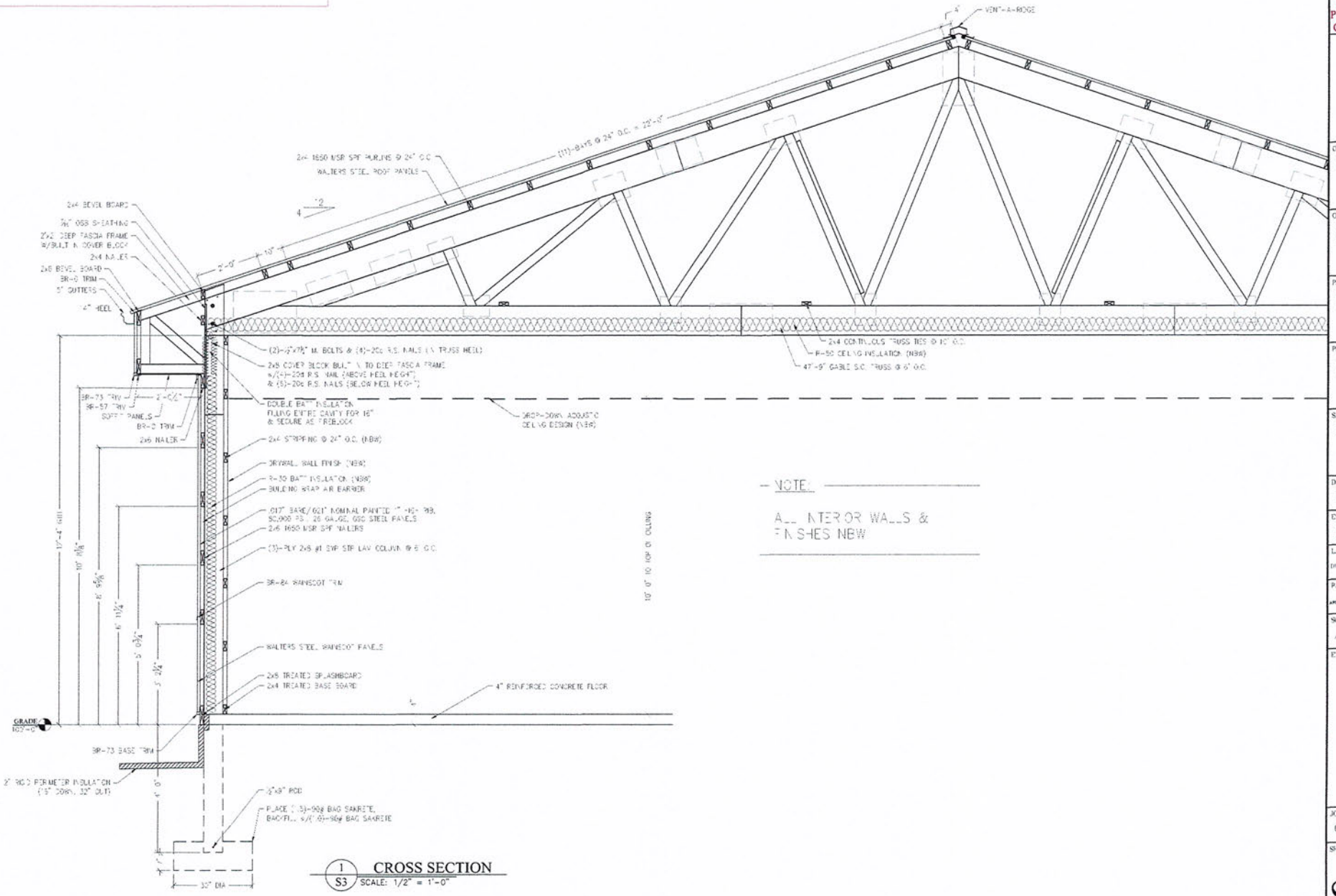
JOB NUMBER:
60-1156

SHEET NUMBER:
S2

I HAVE ACCEPTED THE PRELIMINARY DRAWINGS

CUSTOMER SIGNATURE:

DATE:



NOTE:

ALL INTERIOR WALLS & FINISHES NEW

1 S3 CROSS SECTION
SCALE: 1/2" = 1'-0"

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DRAFTER: DAVID M

ESTIMATOR: ESTIMATOR

LAST SAVED BY: DMIERS ON 8/6/2

PAPER SIZE: ARCH FULL BLEED D (36.00 X 24.00 INCH

SCALE: AS NOTED

ENGINEER:

JOB NUMBER: 60-1156

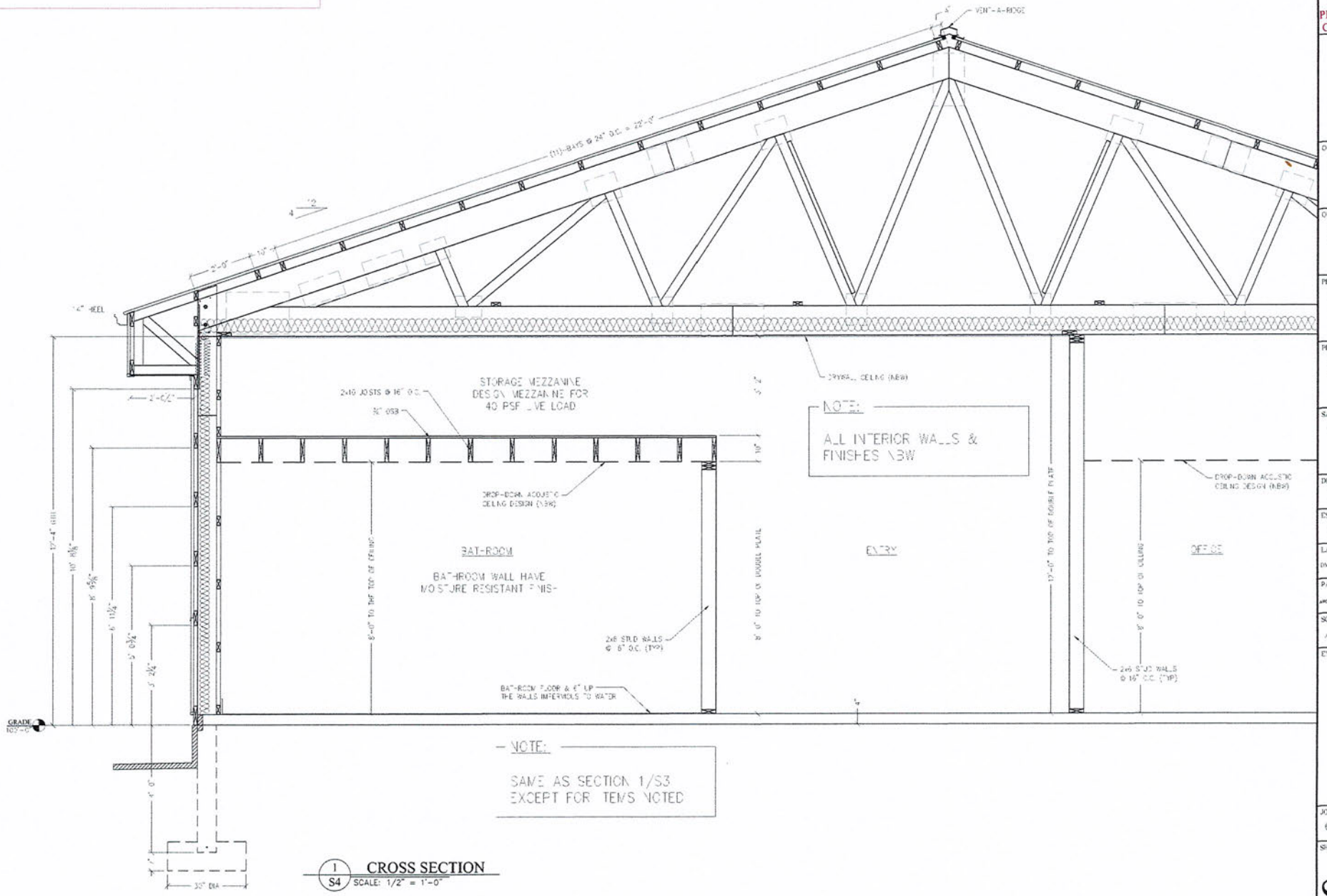
SHEET NUMBER: S3

CHANGES MAY BE NECESSARY PER CODE OR STRUCTURAL REQUIREMENTS - ALL DRAWINGS ARE INTELLECTUAL PROPERTY OF WALTERS BUILDINGS UNTIL SOLD

I HAVE ACCEPTED THE PRELIMINARY DRAWINGS

CUSTOMER SIGNATURE:

DATE:



1 / S4 CROSS SECTION
SCALE: 1/2" = 1'-0"

CHANGES MAY BE NECESSARY PER CODE OR STRUCTURAL REQUIREMENTS - ALL DRAWINGS ARE INTELLECTUAL PROPERTY OF WALTERS BUILDINGS UNTIL SOLD

Walters Buildings

Jack Walters & Sons, Corp
P.O. Box 358
6600 Mallard Ct.
Allenton, WI 53002
-800-256-7360
www.walterybui.dings.com

PRELIMINARY PLANS - NOT FC CONSTRUCTIO

OWNER NAME:
SUNRISE TOWNSH

OWNER ADDRESS:
NORTH BRANCH,
MN 55056

PROJECT NAME:
48'x66' BUILDING
W/ 12'x7' VESTIBUI

PROJECT ADDRESS:
NORTH BRANCH,
MN 55056

SALES REP / DEALER:
CURT MIERS

DRAFTER:
DAVID M

ESTIMATOR:
ESTIMATOR

LAST SAVED BY:
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SCALE:
AS NOTED

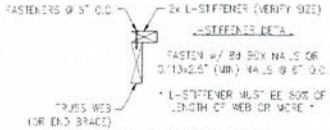
ENGINEER:

JOB NUMBER:
60-1156

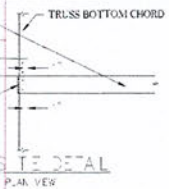
SHEET NUMBER:
S4

I HAVE ACCEPTED THE PRELIMINARY DRAWINGS
CUSTOMER SIGNATURE:
DATE:

TRUSS TO COLUMN
* PLY TRUSS - 3 PLY COLUMN



TRUSS WEB L-STIFFENER DETAIL

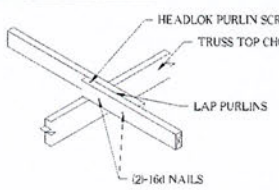


TRUSS TIE DETAIL
PLAN VIEW

EAGLE METAL TRUSS TIE NOTE

PER EAGLE METAL PRODUCTS, THE BOTTOM CHORD OF METAL PLATED WOOD TRUSSES USED IN POST FRAME CONSTRUCTION MAY BE LATERALLY BRACED AT A SPACING THAT DOES NOT EXCEED 10'-0" O.C. UNDER SPECIFIC CONDITIONS.

A LIST OF THESE SPECIFIC CONDITIONS & EAGLE METAL LETTER ARE AVAILABLE UPON REQUEST FROM WALTERS BUILDINGS.



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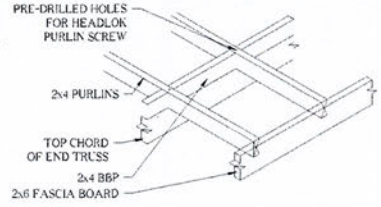
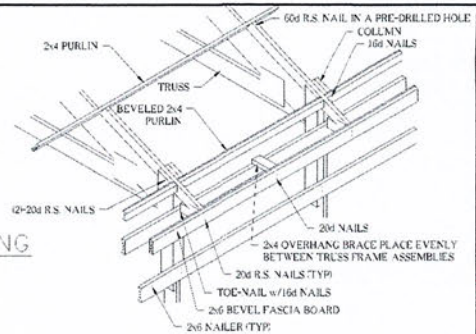
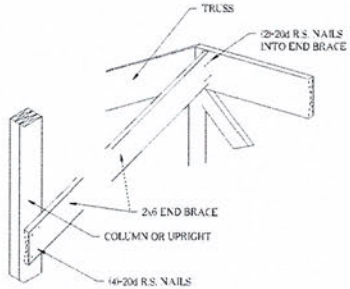


END PURLINS WITH OVERHANG



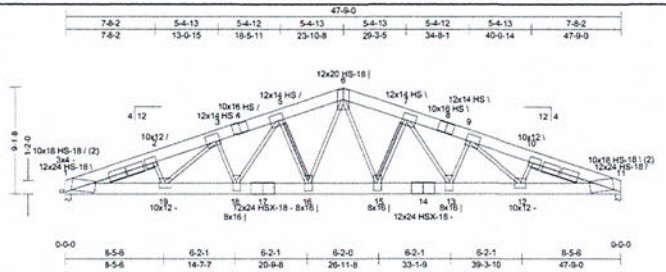
OVERHANG RAFTER FRAMING



Walters Buildings
PO Box 388
Allenton, WI 53002
Main: (262) 629-5521; Fax: (262) 629-5233;

Truss48ft 412 - Heavy
Job: STANDARD TRUSSES
Date: 06/27/23 14:51:06
Page: 1 of 1

SPAN	PITCH	QTY	OHL	OHR	CANT L	CANT R	PLYS	SPACING	WGT/PLY
47-9-0	4/12	1	0-0-0	0-0-0	0-0-0	0-0-0	1	96in	654lbs



All plates shown to be Eagle 20unless otherwise noted.

Loading (psf)		General		CSI		Deflection	L/	(loc)	Allowed
TCLL: 47		Bldg Code:	IBC 2018/	TC: 0.95 (2-3)		Vert TL:	1.3 in	L/452	(14-15)	L/240
CSL: 50			TPI 1-2014	BC: 1.00 (19-1)		Vert LL:	0.9 in	L/624	(14-15)	L/360
TCDL: 4.0(6.0)		Rep Mbr:	No	Web: 0.95 (9-13)		Horz TL:	0.42 in		11	
BCLL: 0		Lumber DOL:	115 %							
BCDL: 6										

Reaction

JT	Brg Combo	Brg Width	Req'd Brg Width	Max React	Max Grav. U plf	Max MWFRS U plf	Max C&C U plf	Max U plf	Max Horiz
2	1	5.5 in	9.65 in	10,951 lbs		-1,813 lbs		-1,813 lbs	-166 lbs
11	1	5.5 in	9.65 in	10,951 lbs		-1,813 lbs		-1,813 lbs	-166 lbs

Bearing enhancers may be required at the following bearings: None
Eagle Metal Truss Enhancer detail
for capacity of specific bearing blocks and connectors: 11

Material
TC: SYP 2400f 2.0 2 x 12
BC: SYP 2400f 2.0 2 x 12
Web: SYP #1 2 x 4

Bracing
TC: Purlins at 24 " OC, Purlin design by Others.
BC: Sheathed or Purlins at 7-2-0, Purlin design by Others.
Web: 1 Row(s) at 9-0-0, 7-1-5

Loads
1) This truss has been designed for the effects of balanced (42 psf) and unbalanced sloped roof snow loads in accordance with ASCE7 - 16 with the following user defined input: 50 psf LNL, Terrain C, Exposure (Ce = 1.0), Risk Category II (I = 1.00), Thermal (Ct = 1.20), DOL = 1.15. Ventilated. If the roof configuration differs from bid/gable, Building Designer shall verify snow loads.
2) This truss has been designed for the effects of wind loads in accordance with ASCE7 - 16 with the following user defined input: 115 mph (Ultimate), Exposure C, Enclosed, Gable, Risk Category II, h=B/4, r=15 ft, End Zone Truss, Both end webs considered. DOL = 1.60
3) Non-concurrent maximum storage attic loading has been applied in accordance with IBC 1607.1

Member Forces (plate indicates: Member ID, max CSI, max axial force, axial force unit, force if different from max axial force). Only forces greater than 500lbs are shown in this table.

TC	1-2	0.796	-20,472 lbs		3-5	0.742	-22,766 lbs		6-7	0.625	-18,995 lbs	9-10	0.926	-25,676 lbs
	2-3	0.926	-25,676 lbs		5-6	0.625	-18,995 lbs		7-9	0.742	-22,766 lbs	10-11	0.796	-20,472 lbs
BC	11-12	0.999	24,598 lbs	(-3,921 lbs)	13-15	0.649	19,463 lbs	(-2,775 lbs)	16-18	0.649	19,463 lbs	(-2,775 lbs)	19-21	0.999	24,598 lbs	(-3,921 lbs)
	12-13	0.816	22,563 lbs	(-3,436 lbs)	15-16	0.469	16,330 lbs	(-2,111 lbs)	18-19	0.816	22,563 lbs	(-3,436 lbs)				
Web	2-19	0.198	-1,827 lbs		5-18	0.646	3,912 lbs	(-611 lbs)	6-15	0.671	5,256 lbs	(-756 lbs)	9-13	0.952	-3,426 lbs	
	3-19	0.422	2,549 lbs	(-361 lbs)	5-16	0.991	-5,037 lbs		7-15	0.991	-5,037 lbs		9-12	0.422	2,549 lbs	(-361 lbs)
	3-18	0.952	-3,426 lbs		6-16	0.671	5,256 lbs	(-756 lbs)	7-13	0.646	3,912 lbs	(-611 lbs)	10-12	0.198	-1,827 lbs	

Notes
1) Unless noted otherwise, do not cut or alter any truss member or plate without prior approval from a Professional Engineer.
2) The fabrication tolerance for this roof truss is 20 % (Lg = 0.80).
3) Building Designer shall verify self-weight of the truss and other dead load materials do not exceed TCDL 4 psf.
4) Design assumes minimum 2x_ nominal orientation, visually graded purlins attached to the TC at purlin spacing shown with at least 2-16d nails.
5) Brace bottom chord with approved sheathing or purlins per Bracing Summary.
6) Lateral bracing shown is for illustration purposes only and may be placed on either edge of truss member.
7) A creep factor of 2.00 has been applied for this truss analysis.
8) The "SYP" label shown in the "Material Summary" above indicates the new SPIB design values effective June 1, 2013 were used.
9) At least one web is braced with a L-brace. L-braces shall be min. 2x4 stud grade and shall extend to within 3 " of the chord at both ends. Attach L-braces to web using 16d nails at max. 6 " on center spacing. Brace by others. See DCS410 for additional information.
10) ☐ Indicates non-structural members.
11) Uplift wind uplift reactions based on MWFRS & C&C loading.

ALL PERSONS FABRICATING, HANDLING, ERECTING OR INSTALLING ANY TRUSS BASED UPON THIS TRUSS DESIGN DRAWING ARE INSTRUCTED TO REFER TO ALL OF THE INSTRUCTIONS, LIMITATIONS AND QUALITY CRITERIA SET FORTH IN THE LATEST EDITION OF TPI 1 "NATIONAL DESIGN STANDARD FOR METAL PLATE CONNECTED WOOD TRUSS CONSTRUCTION" AND ANSI/TPI 1 "NATIONAL DESIGN STANDARD FOR METAL PLATE CONNECTED WOOD TRUSS CONSTRUCTION".

TrueBuild® Truss Software v5.6.400
Eagle Metal Products

CHANGES MAY BE REQUIRED PER CODE OR STRUCTURAL REQUIREMENTS - ALL DRAWINGS ARE INTELLECTUAL PROPERTY OF WALTERS BUILDINGS UNTIL SOLD

Walters Buildings
Jack Walters & Sons, Corp
P.O. Box 388
6800 Midland Ct
Allenton, WI 53002
+800-236-7860
www.waltersbuildings.com

PRELIMINARY PLANS - NOT FC CONSTRUCTIO

OWNER NAME:
SUNRISE TOWNSH

OWNER ADDRESS:
NORTH BRANCH, MN 55056

PROJECT NAME:
48 x 66 BUILDING W/ 12'x7' VESTIBUI

PROJECT ADDRESS:
NORTH BRANCH, MN 55056

SALES REP / DEALER:
CURT MIERS

DRAFTER:
DAVID M

ESTIMATOR:
ESTIMATOR

LAST SAVED BY:
DMERKEL ON: 8/4/2

PAPER SIZE:
ARCH FULL BLEED D (36.00 X 24.00 INC

SCALE:
AS NOTED

ENGINEER:

JOB NUMBER:
60-1156

SHEET NUMBER:
T1

October 19, 2023

To Sunrise Township & Chisago County Board,

We are aware and opposed of the plans of Sunrise Township building a Townhall on the land adjacent to our property.

We have spoken with the planning and zoning personnel at Chisago County and they have assured us that our biggest concern of having our AG zone status changed WILL NOT be affected by the township building the townhall next to our property at this time. Although, we do still have some apprehension of the county possibly rezoning our land in future years that could affect our two children that will inherit our AG zoned property.

Regardless, we do, however, still have other concerns that we would like to address if the township goes forward with the proposed build.

1) The sight of this new, sizeable townhall's proposed location will be directly in our front yard to the northwest. It will become an eyesore to the landscape that we have been viewing for over 14 years since we bought our property in February 2009. The new townhall's position is in the direction of the sunset and is our front yard view. This new townhall will also be seen from all angles of our property on the north and west side. The building and it's components would block our natural views. The parking lot would be paved over the natural grassy fields. Any "street" lights that may be left on at night would take away from our nighttime sky viewing and disturb our sleep as they shine through our windows. We are also apprehensive with the building becoming a busy event center and used on the weekends with all of the sights and sounds coming from it causing disturbance to the peace and quiet of our property.

2) Our next concern would be that this proposed building and it's parking lot are very close to our fence line and pasture with horses in it. We fear that some people visiting the townhall may be curious and may want to try to pet or pester our horses and the horses may bite or kick back. We are also worried about people that may want to feed our horses that are on special diets and they could get sick and colic or worse if they are fed something they are not supposed to have.

3) We are also uneasy about the townhall or event center and any of it's trash, garbage or litter that could blow onto our property which can spook our horses and again risk their health and safety. Also, we don't want to see the garbage or pick it up for that matter.

We have been working extremely hard on improving our historic (1895) house, barn and land since we purchased it. Our property was abandoned when we moved in and had many issues that we have addressed and fixed over the years. We were drawn to buying our property not only for it for being zoned AG for our horses but mostly for the landscape, mature trees, the natural setting and the beautiful country aesthetic. We have in the past offered to purchase this township land that they are now planning on building a townhall on to try and keep it a field for our own use; whether it be for haying or pasturing but also to keep the appearance and use of a country, AG zoned property. We were turned down by our verbal proposals on purchasing that adjacent land.

If the new townhall build goes through we propose that the township screens the property line from the northwest corner all the way down past the halfway point being up to our large, white 40'x60' shed that is near and in front of our fence line. We would request that the spruce trees are thick and planned and planted by a professional landscaping company for screening purposes that will act as privacy to block the eyesore, block some sound and deter people from our fence line and property. We are requesting that these trees would be large and mature trees and be at least 6'- 8' tall when they are planted.

Sincerely,

William "Bill" and Katie Campbell

41594 Ferry Road

Sunrise, MN 55032

Sunrise Township – Property owner Sunrise Township is requesting a Conditional Use Permit (CUP) allowing Local Government and Administration Buildings. The request involves the construction of a new town hall and maintenance building on property located at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township. The 10.50± acre subject site is zoned Agricultural (AG) District and generally located two-tenths (.20) of a mile northerly of the intersection of Sunrise Road / CSAH 9 and Olson Road on the easterly side of Sunrise Road / CSAH 9, S5, T35, R20 (PID 09.00041.20).

Sunrise Township Property -

Sunrise Township – Property owner Sunrise Township is requesting a Conditional Use Permit (CUP) allowing Local Government and Administration Buildings. The request involves the construction of a new town hall and maintenance building on property located at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township. The 10.50± acre subject site is zoned Agricultural (AG) District and generally located two-tenths (.20) of a mile northerly of the intersection of Sunrise Road / CSAH 9 and Olson Road on the easterly side of Sunrise Road / CSAH 9, S5, T35, R20 (PID 09.00041.20).

Sunrise Township Property -

RESOLUTION NO. PC2023-1101

A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING LOCAL GOVERNMENT AND ADMINISTRATION BUILDINGS ON PROPERTY LOCATED AT 1xxxx SUNRISE ROAD / CSAH 9 IN SUNRISE TOWNSHIP

WHEREAS, property owner Sunrise Township submitted an application dated received September 22, 2023 and considered complete on October 3, 2023 for a Conditional Use Permit allowing Local Government and Administration Buildings on property located at 1xxxx Sunrise Road / CSAH 9 in Sunrise Township; and

WHEREAS, the subject site is located in the Agricultural (AG) District; and

WHEREAS, the subject site is 10.50± acres in size and legally described as:

PID 09.00041.20

That part of the South Half of the Northeast Quarter (S½ of NE¼) of Section Five (5), Township thirty-five (35) North, Range Twenty (20) West, Chisago County, Minnesota, lying northeasterly of the center line of County State Aid Highway No. 9 (also known as Sunrise Road) and northerly of the following described line:

Commencing at the east quarter corner of said Section 5; thence North 0 degrees 01 minutes 47 seconds East, assumed bearing along the east line of said Section 5; a distance of 1073.43 feet to the point of beginning of a line to be described; thence South 88 degrees 24 minutes 49 seconds West, a distance of 271.55 feet; thence South 70 degrees 33 minutes 34 seconds West, a distance of 690 feet, more or less, to the centerline of said County State Aid Highway No. 9 and there terminating.

WHEREAS, notice was provided and on November 2, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant(s) and/or property owner(s), and invited members of the public to comment; and

WHEREAS, the Planning Commission considered several factors for granting Conditional Use Permits and Conditional Use Permit Amendments 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 *While the Chisago County Comprehensive Plan does not include goals and policies specifically related to the proposed use of Local Government and Administration Buildings, the County finds that the proposed use does not conflict with the Comprehensive Plan. And, being that the Chisago County Zoning Ordinance specifically identifies Local Government and Administration Buildings as an allowable Conditional Use within the Agricultural (AG) District, the County further finds that the proposed use is consistent with the development policies of the County.*

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 utilize a private well and septic system, will provide off-street parking for visitors, and will have direct access to well-established and well-maintained roadways, including Sunrise Road / CSAH 9 and Ferry Road (a township road). Further, the proposed use will not require use of or have impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed use will not create any 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 subject site is located in a fairly sparsely developed portion of Sunrise Township. Therefore, the greatest impact is likely to be made on the property immediately south, which is the site of the closest dwelling. The County finds that by establishing conditions related to such concerns as hours of operation for private events, amplified music and vegetative screening, these potential impacts can be minimized or eliminated so as not to cause undue negative impacts to existing development or deter future development.*

Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

Finding #4 *While the County has not been provided with renderings of the proposed development, there is no evidence to suggest that the proposed town hall or maintenance building will have an appearance which would cause adverse effects upon adjacent properties. However, the greatest impact is likely to be made on the property immediately south, which is the site of the closest dwelling. The County finds that by establishing conditions related to screening, any potential adverse effects related to appearance can be minimized or eliminated.*

Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;

Finding #5 *The County finds that the Chisago County Zoning Ordinance identifies Local Government and Administration Buildings as an allowable Conditional Use in the AG District, without any established performance standards, and is, therefore, related to the land use goals of the County.*

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 *See Finding #5.*

Factor #7 The proposed use will not cause traffic hazard or congestion; and

Finding #7 *The subject site is shown to have two access points / driveways, an existing driveway from Ferry Road and a field entrance from Sunrise Road / CSAH 9 which will be upgraded and improved in order to be used as the main driveway for public use. The County recognizes that there will be periods of increased traffic – specifically during elections and special events – however, the County further recognizes that these noted events will occur infrequently. Further, the County Engineer, as Road Authority for Sunrise Road /*

CSAH 9, and Sunrise Township, as Road Authority for Ferry Road, have considered the request and have not identified any concerns related to traffic hazard or congestion.

Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.

Finding #8 *Being that the general area surrounding the subject site is fairly sparsely developed and the greatest potential impact is likely to be made on the property immediately south, which is the site of the closest existing dwelling, the County finds that the establishment of conditions related to such concerns as hours of operation for private events, amplified music, and vegetative screening will minimize or eliminate any potential adverse impacts related to noise, glare and general unsightliness.*

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of Chisago County, Minnesota hereby recommends approval of the request for Conditional Use Permit, subject to the following conditions:

1. This Conditional Use Permit for Local Government and Administration Buildings allows for a town hall facility and maintenance building per the application materials dated received September 22, 2023 and kept on file with the Department of Environmental Services 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 no established hours of operation for government related activities; however, private events shall adhere to the following hours of operation:
   Monday through Thursday – 8:00 am to 9:00 pm
   Friday and Saturday – 8:00 am to 10:00 pm
   Sunday – 8:00 am to 9:00 pm
3. The maximum number of private events (i.e., facility rental by the general public for non-government activities) shall be two (2) per calendar month.
4. Noise generated from the approved use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
5. There shall be no outdoor amplified music at any time. Further, if there are events featuring indoor amplified music, all exterior doors shall remain closed so as to minimize the impact to surrounding properties.
6. The permit holder shall install vegetative screening adjacent to the southerly property boundary beginning no less than 60' from centerline of Sunrise Road / CSAH 9 (so as to be in-line with the west boundary of the parking lot) and ending at the point where the property boundary changes from a southwest-northeast orientation to a more east-west orientation (a total distance of approximately 630'). The screening shall be located no closer than 15' from the property boundary and shall consist of two (2) staggered rows of six foot (6') tall coniferous trees planted no greater than sixteen feet (16') on center which meet or exceed 75% opacity within three (3) years of the approval date.
7. The permit holder shall accommodate all parking on-site and no parking shall be allowed on Sunrise Road / CSAH 9 or Ferry Road.
8. The Sunrise Road / CSAH 9 access shall be upgraded and improved to a minimum width of 25'. The permit holder shall be responsible for obtaining any necessary permit(s) from the Chisago County

Highway Department related to this access.

9. Any exterior lighting shall be designed so as to limit light visible from adjacent roadways and adjacent properties.
10. All refuse containers shall be fully screened or enclosed.
11. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
12. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
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.

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

Chris DuBose	_____	Dave Whitney	_____
Eric Leivian	_____	Jolene Wille	_____
Jim McCarthy	_____	Chip Yeager	_____
John Sutcliffe	_____		

_____
Chip Yeager
Chair

ATTEST: _____
Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **12**
Title of Item for Consideration: Tyler Technologies EP&L Services Contract Amendment(s)	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning

Previous Action on this Matter: The development of online permitting module(s) from Tyler Technologies Enterprise Permitting and Licensing (EP&L) services was approved by the County Board on April 19, 2023. The project proceeded with the execution of contract documents on June 29, 2023.

Background: The development of online permitting module(s) from Tyler Technologies Enterprise Permitting and Licensing (EP&L) services was presented to the Budget and Finance Committee on April 12, 2023, and subsequently authorized and approved by the County Board on April 19, 2023. Budget and Finance Committee discussion included an estimated 3-year funding commitment of $400,000 with an initial quoted cost $315,886. Funding for the project was identified to be sourced from the County Recorders Dedicated Technology Fund balance.

Project contract documents were initiated via the Enterprise Services Department and MnCCC (MN Counties Computer Cooperative) and executed on June 29, 2023. Environmental Services Department staff and the Tyler EP&L project management team have since been actively moving forward with the 9 – 12 month development and implementation stages of the project.

In the implementation stages it has been identified that a full "turn-key" development of 20 additional business processes by the Tyler EP&L team will be necessary to successfully reach project timeline and implementation. The quoted cost for additional professional services is $74,000. It has also been identified that additional "External Reviewers" licensing of our city clients will eventually be required at a quoted annual cost of $5,517.

Attachment(s):

- Chisago County Additional Services – Turn Key Approach Quote
- Chisago County External Reviewer Licenses Quote

Actions Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider authorizing execution of the additional professional services quoted in support of implementation of Tyler Technologies Enterprise Permitting and Licensing. The suggested motion to approve this action is as follows:

"Move to Authorize Chisago County staff to proceed with the use of County Recorders Dedicated Technology Fund Balance in support of the execution of the Tyler Enterprise Services Permitting and Licensing Software Development Turn Key Approach Quote of $74,000 and Additional E-Reviewers External Reviewers Quote of $5,517 as presented."

Implications of Action: Recommended Board action will authorize Chisago County to amend the Professional Services Agreement and continue with project implementation.

Budget/Financial Implications: Staff requests no additional levy dollars in support of the quoted professional services. The County Recorder has endorsed the utilization of Dedicated Technology Fund Balance in support of these additional services and the Tyler EP&L project.

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

Administrator's Recommendation

Approve CEB	Deny _____	Other _____

Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____

Quoted By: Ray Kinard
Quote Expiration: 3/17/24
Quote Name: Additional Services - Turn Key Approach

Sales Quotation For:
Chisago County
313 N Main St Rm 271
Center City MN 55012-7656
Phone: +1 (651) 213-7120

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Services - Remote	370	$ 200	$ 74,000	$ 0
TOTAL:			**$ 74,000**	**$ 0**

Summary	One Time Fees	Recurring Fees
Total Services	$ 74,000	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 74,000**	**$ 0**
Contract Total	**$ 74,000**	

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Client Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

MnCCC Signature: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

• License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
• Fees for hardware are invoiced upon delivery;
• Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
• Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
• Implementation and other professional services fees shall be invoiced as delivered.
• Expenses associated with onsite services are invoiced as incurred.

Additional Professional Service Hours to expand the number of Business Processes that will be created by Tyler. 20 Additional Business processes to be split equally: 10 additional BMTs and 10 additional Unique business processes to be configured by Tyler consultants.

Quoted By:	Ray Kinard
Quote Expiration:	3/13/24
Quote Name:	Additional Licenses

Sales Quotation For:
Chisago County
313 N Main St Rm 271
Center City MN 55012-7656
Phone: +1 (651) 213-7120

Tyler SaaS

Description		Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Extensions					
e-Reviews External Reviewers			$ 657	1	$ 7,881
	Sub-Total:				$ 7,881
	Less Discount				*$ 2,364*
	TOTAL	**3.00**			**$ 5,517**

Summary	One Time Fees	Recurring Fees
Total SaaS		$ 5,517
Total Services	$ 0	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 0**	**$ 5,517**
Contract Total	**$ 16,551**	

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Client Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

MnCCC Signature: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

• License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
• Fees for hardware are invoiced upon delivery;
• Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
• Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
• Implementation and other professional services fees shall be invoiced

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **13**
Title of Item for Consideration: We Are Water MN – Chisago County Exhibit Host Agreement	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning
Previous Action on this Matter: August 16, 2023, Directors Report Referral.	

Background: On August 17, 2023, the Minnesota Humanities Center selected Chisago County to host the We Are Water MN exhibit from June 20 – August 12, 2024! Since the fall of 2022, Water Resources Staff and over ten collaborative partners worked together to submit a competitive application and participate in a semi-finalist in-person interview process to host the "We Are Water MN" traveling exhibit throughout Chisago County.

The traveling exhibit and We Are Water MN program is administered through the Minnesota Humanities Center (MHC) https://www.mnhum.org/program/we-are-water-mn/ . The exhibit travels each year to a select number of Minnesota host communities that are selected through a competitive process. In 2024, five communities have been selected including:

- Hartley Nature Center (St. Louis County) – Feb 29 to April 22
- Stearns County Soil and Water Conservation District – April 25 to June 17
- Chisago County – June 20 to August 12
- Leech Lake Tribal College (Cass County) – August 15 to October 7
- Hocokata Ti – Shakopee Mdewakanton Sioux Community (Scott County) – October 10 to December 5

The exhibit is "designed to examine water issues statewide and in local communities through personal stories, histories, and scientific information." The exhibit "strengthens Minnesotans' relationships with water, exposes visitors to new perspectives, and increases participation in water stewardship activities." It is an exciting opportunity for the county to expand our educational messaging, work with new partners, share stories, and find what we all have in common with water.

In addition to hosting the exhibit, Chisago County will receive up to a $10,000 award to host several events and activities designed to build relationships with and responsibilities to water. Promotion of the exhibit will take place in locations such as city and county parks and local community and historic centers and libraries.

The next step is for the County to execute a grant agreement between the Minnesota Humanities Center and Chisago County. The MHC requires signatories to execute the contract by electronic/digital signature. Chisago County ESD Water Resources staff are seeking authorization to complete the required signatures through the MHC's DocuSign system. The form of the grant contract is in review and anticipated to be approved as to form by the County Attorney's Office, as attached.

To emphasis the broad collaborative effort and partners in this process we'd also like to note the following credit line which is required to accompany all exhibit advertisements and printed and visual materials:

We are Water MN is led by the Minnesota Humanities Center in partnership with the Minnesota Pollution Control Agency; the Minnesota Historical Society; the Board of Water and Soil Resources; the Minnesota Departments of Agriculture, Health, and Natural Resources; and University of Minnesota Extension.

We are Water MN is funded in part with money from the Clean Water, Land, & Legacy Fund that was created with the vote of the people of Minnesota on November 4, 2008 and by the National Endowment for the Humanities.

***Attachment(s)*:**

- Exhibit Host Agreement, We Are Water MN – Chisago
- We Are Water MN Exhibit Example (Dakota County Library in Hastings, MN)

Actions Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider authorizing execution and Docusign signature of the We Are Water MN Exhibit Host Agreement and MHC's $10,000 Grant award. The suggested motion to approve this action is as follows:

"Move to Authorize Chisago County staff to execute the We Are Water MN Exhibit Host Agreement and accept the $10,000 Grant award as presented at tonight's meeting and subject to review and approval of the County Attorney's Office as to form"

Implications of Action: Recommended Board action would authorize Chisago County to receive up to a $10,000 Grant award to host the We Are Water MN exhibit from June 20 to August 12, 2024.

Budget/Financial Implications: Staff requests no additional levy dollars, and no match is required for the requested grant application authorization(s). Existing Water Resources staffing investment and support will provide in-kind administration.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. The County Attorney's Office is in review of the grant contract as to form.

Administrator's Recommendation

Approve CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

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Exhibit Host Agreement
We Are Water MN – Chisago County

The Minnesota Humanities Center (MHC) located at 987 Ivy Avenue, St. Paul, MN 55106, a Minnesota non-profit organization, and Chisago County (Host Organization) located at **313 N Main Street, Center City, MN 55012**, (collectively "Parties") enter into this Host Agreement.

MHC is a statewide nonprofit that promotes education and lifelong learning, inspires community conversations, forges deep connections between individuals and organizations in our society, and illuminates authentic and creative individuals, especially those individuals from communities that have been historically disenfranchised.

Host organization is **an office in the county of Chisago in the state of Minnesota that was created to serve, to protect, and to enhance the quality of life for those they serve.**

We Are Water MN is a partnership formed to tell Minnesota's water stories collaboratively, bringing together personal narratives, historical content, and scientific information. Combining these ways of knowing water strengthens Minnesotans' relationships with and responsibilities to water. We Are Water MN partners include MHC, Minnesota Pollution Control Agency, Minnesota Historical Society, Minnesota Department of Agriculture, Minnesota Department of Health, Minnesota Department of Natural Resources, and the University of Minnesota Extension.

We Are Water MN has three main activities: civic engagement that strengthens networks of people who protect and affect water, education through a traveling exhibit (Exhibition) that shares messages about water in Minnesota, and public programming that builds peoples' relationships with and responsibilities to water.

MHC and Host Organization agree to collaboratively work together and use their best efforts to promote and make the Exhibition available to the public.

1. **Exhibition Use.** The Exhibition may only be used for educational, civic, professional, and public service purposes. The Exhibition may not be used for political purposes. The Host Organization must show the Exhibition in its entirety and may not: (i) modify or omit any portion of the Exhibition, (ii) use the name of the Exhibition without MHC's permission, or (iii) charge special entrance fees (other than museum general admission) to offset direct costs of the Exhibition.

2. **Host Site**. The Host Organization is authorized to show the Exhibition only at a location mutually agreed between Host Organization and MHC (Host Site) and may not show the Exhibition at an alternative location without written approval from MHC. Eating and drinking are prohibited in the Exhibition area and in the presence of the Exhibition.

3. **Host Site Display**. The Exhibition will be displayed at the Host Site from June 20th – August 12th. The Exhibition must be displayed at the Host site: (i) in a gallery or other defined enclosed interior space, (ii) in area that is at least 1,000 square feet of space and no less than

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eight (8) foot ceilings, and (iii) never displayed or stored outdoors in a tent or other temporary building. The Exhibition must have at least twenty-five (25) public viewing hours per week. The Exhibition must be accessible to the public and access shall not be denied to anyone on the basis of race, color, national origin, religion, creed, disability status, gender, sex, age, or any other basis prohibited by applicable law.

4. **Site Security Requirements**. The Host organization agrees to comply with all local fire ordinances and laws. The Host organization also agrees to comply with all instructions provided by MHC for the safe handling, unpacking, and repacking, and security of the Exhibition. The Exhibition must be under continuous surveillance during public hours and may not be left unsupervised at any time while open for viewing. The Exhibition must be locked and secured at any time of day or night when the Exhibition is not open to the public. Host organizations must report any malfunction, damage, loss, or breakage immediately to MHC. Unauthorized repair or replacement are not permitted and will not be reimbursed.

5. **Transportation and Handling**. MHC is responsible for the shipping and installing the Exhibition at the Host site. Upon close of the Exhibition at the Host site, MHC will repack and remove the Exhibition from the Host site.

6. **Public Programming**. Host organization agrees to provide public programming as described in Exhibit A**.**

7. **Evaluation**. The Host organization agrees to comply with reasonable requests given by MHC with regard to evaluation and reporting.

8. **Training Resources**. MHC will provide training resources as outlined in Exhibit A.

9. **NEH and Legacy Acknowledgment**. The Host organization must use the following credit line:

We are Water MN is led by the Minnesota Humanities Center in partnership with the Minnesota Pollution Control Agency; the Board of Water and Soil Resources; the Minnesota Departments of Agriculture, Health, and Natural Resources; the Minnesota Historical Society; and University of Minnesota Extension.
We are Water MN is funded in part with money from the Clean Water, Land, & Legacy Fund that was created with the vote of the people of Minnesota on November 4, 2008 and by the National Endowment for the Humanities.

The Host organization shall include the We Are Water MN logo, MHC, the state of Minnesota's Arts and Cultural Heritage Legacy Fund, the National Endowment for the Humanities, and all present and future state-specific partners and funders beneath the official credit line on all printed and visual materials. MHC reserves the right to amend the acknowledgment lines as new partnerships are cultivated. Host organization must use any updated credit lines provided by MHC.

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10. **Sponsorship**. The Host organization may solicit and procure local sponsorship for the Exhibition and related–programs and publications. Any additional sponsorships must be credited below MHC and our partners.

11. **Media and Public Relations**. Host organization agrees with the marketing and branding plan established by MHC. Any promotional materials created by the Host organization shall be submitted to MHC for review two (2) weeks prior to distribution or publication. All reasonable efforts will be made to respond within two (2) business days. The Host organization agrees to provide MHC with copies of press clippings and public announcements. If applicable, Host organization agrees to provide MHC with URL links to Host Organization website where information about the project (for example, Exhibit opening date) is being advertised no later than four (4) weeks prior to the event.

12. **Education Materials**. If the Host organization desires to create educational materials, the Host organization must submit materials in draft form at least two (2) weeks to MHC for MHC's review and approval. MHC will assist Host organization with the development of educational materials.

13. **Entire Agreement**. This Agreement constitutes the complete and exclusive Agreement between the Parties and supersedes any and all prior oral and written understandings between the Parties. Venue for all proceedings related to this Agreement is appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. **Amendment and Assignment**. This Agreement may only be amended upon a writing signed by both Parties. This Agreement may not be assigned by Host organization without the express written approval of MHC.

15. **Governing Law**. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

16. **Copyright**. MHC owns all rights, such as copyright, to the Exhibition, its text, and all ancillary materials. Except as specifically set forth in this Agreement, Host organization shall not reproduce, distribute, display, alter, or otherwise use the Exhibition or any portion of the Exhibition for any purpose without the express permission of MHC.

17. **Defend, Indemnify and Hold Harmless**. The Host organization agrees to defend, indemnify, and hold MHC harmless from and against any and all claims, demands, causes of action, suits, costs, and expenses (including attorneys' fees) arising out of activities performed under this Agreement.

18. **Insurance**. The Host organization shall maintain at least $250,000 in commercial general liability (CGL) coverage, and name MHC as an additional insured, which should provide coverage for: (i) bodily injury, property damage, product liability, and contractual liability, and (ii) advertising injury and personal injury pertaining to activities undertaken hosting this exhibit pursuant to this Agreement. The Host organization shall provide MHC with evidence of being a named insured at least fifteen (15) days prior to the date the Exhibition is shipped

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by MHC to the Host Organization. In the event Host organization's insurance carrier denies coverage, Host Organization agrees to personally indemnify MHC.

19. **Waiver**. The parties agree that waiver by a party shall not be deemed or construed as a continuing waiver of any breach of any provision, term, or condition of this Agreement.

20. **Force Majeure**: Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, pandemic, natural incident, or hazard outside of human control, inability to obtain labor or materials or reasonable substitutes, governmental action or control, judicial orders, enemy or hostile government action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of either party shall excuse the performance of that party of its obligations hereunder for a period equal to any such prevention, delay, or stoppage. In the event that either Party reasonably believes that Force Majeure may be applicable, the Parties agree to use their best efforts to find a mutually beneficial alternative.

21. **Termination**. This Agreement may be terminated by a Party upon providing fifteen (15) days written notice to the other Party or as mutually agreed upon in a written document by the Parties.

I affirm that I have understood the terms of this Agreement and that I have full authority to sign on behalf of my organization.

MINNESOTA HUMANITIES CENTER

DocuSigned by:
Trygve Throntveit
5836B207353B424...

Trygve Throntveit, Director of Strategic Partnerships

Date: 11/04/2023

Chisago County

Susanna Wilson Witkowski, Board Contact

Date: _____

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EXHIBIT A

SCOPE OF WORK AND EXPECTATIONS

We Are Water MN

Host organization will determine the method, details, and means to perform services under this Agreement. Host organization agrees to provide the following services:

1. Participate in host organization cohort including
    a. Participating in host organization retreat on October 16 and 17, 2023.
    b. Participating in three capacity building webinars, from October 2023-February 2024.
    c. Participating in monthly check-ins and/or site visits with Minnesota Humanities Center from October 2023 until all host organization's community events are complete.
    d. Participating in exhibit launch retreat, February 28 and 29, 2024, in Duluth area.
    e. Participating in five closeout webinars, one after each tour stop, between April 2024 -January 2025.
2. Host the We Are Water MN Exhibit at a Chisago County location to be mutually agreed upon by Host Organization and MHC from June 20th-Augst 12th.

3. Plan community events in collaboration with others.

Host organization will build and strengthen transformational relationships in their local community and report back to MHC on the status of these relationships.

The host organization and its partners will build relationships, collaboratively develop programs, and deliver those programs before, during, or after Exhibition dates.

These programs will contribute to the effort to return impaired waters to meeting water quality standards, by ensuring deep engagement by local partners with the Watershed Restoration and Protection Plan (WRAPs) in host organization's watershed.

Host organization will work with local partners to develop at least 4 community programs, to be offered before, during or after their We Are Water MN exhibit dates.

Community programs must:

A. Achieve one or more of the project goals:
    i. Share national, state, and local histories and narratives about water.
    ii. Reinforce Minnesotans' individual relationships with water.
    iii. Reinforce Minnesotan's individual responsibility for water.
B. Align with Minnesota Humanities Center's approach (core values and principles).

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C. Connect to Host organization's Watershed Restoration and Protection Strategy (WRAPS).

For each community event, a Community Event Form (Exhibit B) will be submitted to Trygve Throntveit (trygve@mnhum.org) and Mary Prather (maryp@mnhum.org) no later than six weeks before the scheduled event. Only community events with approved Community Event Forms will be eligible for expense reimbursement. All reasonable efforts will be made to respond to submitted Community Event Forms within 1 week.

4. Execute community events.

   Host organization will deliver at least 4 community events. Host organization may request reimbursement for event expenses approved through the Community Events Form, including event promotion, printing, rental fees, and supplies.

5. Participate in the development of local Exhibition content including providing the contact information for at least 15 community members who may be interviewed by MHC.

6. Evaluation participation including:
   a. Tracking Exhibition attendance data (or providing a reasonable estimate)
   b. Providing a community event report for each approved community event which includes title of event, 100–200-word description, a list of collaborating organizations, 1-2 photographs, and attendance and evaluation data. The event report (Word document) is due no later than 1 month after the event occurs.
   c. Participation in a close out interview with MHC or its evaluators

7. MHC will provide training and support resources including:
   a. A two-day training and planning retreat on October 16 and 17, 2023.
   b. Three webinars held between October 2023-February 2024.
   c. A toolkit with reference information about the Absent Narratives Approach, marketing and outreach guidelines and tips, and information about the physical exhibit.
   d. At least one site visit to host organization to troubleshoot exhibit installation and to orient host organization's partners to the We Are Water MN program.
   e. Electronic copies of local Exhibition content.
   f. A monthly coaching call with subcontracted engagement coaches to discuss progress on relationship building and community events planning.
   g. An electronic copy of host organization's Watershed Restoration and Protection Strategies plan and/or other comparable relevant information about water quality in host organization's community.
   h. A two-day training focusing on the Exhibition and use of audio stories collected from community members as local Exhibition content to be held February 28-29, 2024.
   i. A toolkit to support staffing the exhibit and a training for host organization's staff and/or volunteers in staffing the exhibit.
   j. A toolkit with lessons and activities for educators.

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k. A toolkit for using audio stories developed as local Exhibition content.
l. Supplemental programmatic activities in host organization's community, including
    i. An Increase Engagement Through Absent Narratives workshop.
    ii. A facilitated conversation about environmental justice to be defined between host organization and MHC.
    iii. A stewardship activity to be defined between host organization and MHC's partners at the Minnesota Pollution Control Agency.
    iv. 1-3 education and outreach activities to be defined between host organization and MHC's partners at the Minnesota Pollution Control Agency.
m. Amplifying host organization activities through social media.
n. Providing outreach support such as press release templates, post card templates, and images and program language that can be used to build additional outreach pieces.

Compensation Schedule

MHC shall compensate Host organization for the participation, learning, relationship building, and planning time described in deliverables 1-4 at the rate of $30/hour. MHC shall also reimburse Host organization or Host organization's individual participants in deliverables 1-4 for related travel costs pre-approved by MHC.

MHC shall reimburse Host organization for community event expenses approved through the Community Events Form (Exhibit B).

MHC shall compensate Host organization $1,000 for the completion of deliverable 5.

Host organization may submit an invoice for prepayment for a portion of deliverables 1 and 2, to be agreed upon in writing between Host organization and MHC. All other invoices should be submitted upon completion of deliverables. MHC will compensate Host organization up to a total of $10,000 for all deliverables outlined in this agreement within 20 business days of MHC's receipt of Host organization's invoice(s), W-9, and ACH form.

Subcontractor

Host site is a subcontractor of MHC for its agreement SWIFT Contract No. 198290.

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EXHIBIT B

We Are Water MN Community Event Form

Activity Name:	
Date(s):	**Time(s):**
Location:	
Goals, Approach Alignment, and WRAPS Connection:	
Description:	
Contact Information for Collaborating Organizations/Individuals:	
Evaluation Plan:	

URL to Event Webpage:
Twitter Handle(s):
Facebook Event(s) Co-Sponsors:
Optional: Image (email high resolution jpg image(s) to Courageous Change Collective and Mary Prather maryp@mnhum.org)

Event Budget (may add lines as needed):

Item/Category/Expense	Description	Amount

Chisago County Request for Board Action

Meeting Date: November 15, 2023	***Item Number:*** **15**
Title of Item for Consideration: ARPA – Broadband Grant – Amador Township	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: None.	

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 overpower lines (BPL).

Amador Township is requesting $200,000 in County ARPA Broadband Grant funding. The total cost of the Amador Township project is $462,869. When completed, this project will provide broadband service to XXXXXX customers.

***Attachment(s)*:**

- Amador Township ARPA Broadband Grant Application
- Amador/Almelund Proposal

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Chisago County ARPA Broadband Grant application for Amador Township at the amount requested, $200,000. The following motion is suggested as follows:

"Move to approve the ARPA Broadband grant application request from Amador 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 XXX sites in Chisago County (Amador Township).

Budget/Financial Implications: $200,000 of Chisago County ARPA Broadband Grant funds. There is no direct budget or levy impact.

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

Administrator's Recommendation			
Approve C EB	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 has 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 a 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 the 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 this, case 100 Mbps download speeds and 20 Mbps upload speeds are required.

What does the project 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

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

This application must be completed in full to be considered.

APPLICANT: Amador Township

Address: 37475 Park Trail

Primary Contact Person: Lin Strong

Primary Contact Email: Lin.Strong269@gmail.com

Primary Contact Title: Town Board Chair

Secondary Contact Person: Peter Johnson

Secondary Contact Title: Town Board Supervisor

Secondary Contact E-Mail: pjohnsonamador@gmail.com

Federal Tax Identification Number: 41-1311119

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 Amador/Almelund

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 Amador/Almelund Township requests $200,000 from Chisago County to partner with HomeTown Internet, LLC (HTI). HTI will contribute and provide a Ceragon Network, with 3 years of servicing and maintenance. Labor, Installation, Customer Premises Equipment, including HTI development cost and community involvement in the first year totaling $462,869 for direct project costs. Amador/Almelund Township contributes $5,000.

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 Amador/Almelund Cost	$	462,869

Installation of Project Amador/Almelund Township begins 90 days after Chisago County funds are received.

ACKNOWLEDGMENT:

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

Lin Strong — Applicant Contact Person

10-30-2023 — Signature Date

UNSERVED/UNDERSERVED INTERNET ACCESS
CHISAGO COUNTY ARPA BROADBAND PROGRAM

HomeTown Internet

Analysis + Investment Proposal

Prepared for Almelund, MN

Home Town™ INTERNET

World Class Technology.
Home Town Service.
Affordable Prices.

Background

The internet, and reasonable access to it, is no longer a luxury – it is a daily necessity for those that work from home, use it for schoolwork, for communication with friends, family & coworkers, and for entertainment purposes.

Chisago County has allocated $2 million through their ARPA Grant Program to expand internet access to unserved/underserved cities, townships and service providers within Chisago County. These funds must be spent by 2024, so to take advantage of them, time is of the essence. Currently they have less $1 million left in this program.

HomeTown Internet (HTI) believes that there is a significant constituency of unserved/underserved users in Almelund and is prepared to make a substantial investment to provide the necessary infrastructure.

HTI is requesting Almelund consider our request to partner with us to access the ARPA funds and bring much needed service improvements to Almelund and Chisago County.

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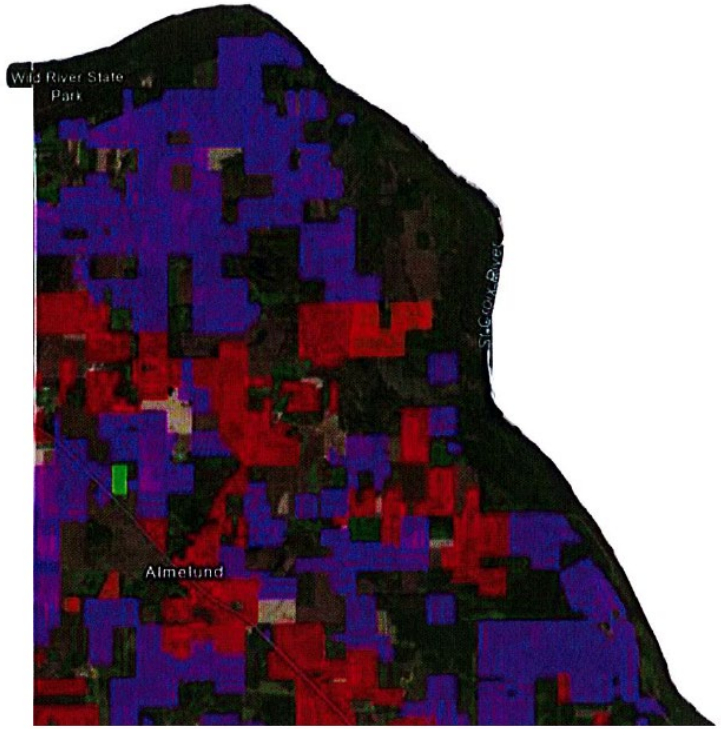
Primary Concern

Very few residents have acceptable Internet Service.
(see yellow, orange and green on map – 8 properties of a total of 393 properties)

This map shows that 385 properties have poor service levels, however...

HTI Analysis shows that an even larger number of Almelund constituents remain unserved/ underserved than this prior analysis may have indicated.



Map Color	Score	Description	Properties
Purple	Worst	Failing to meet demand	205
Red	Bad	Struggling to meet demand	180
Yellow	Good	Meeting demand for at least 5 years	0
Orange	Better	Meeting demand for at least 10 years	6
Green	Best	Meeting demand for 20+ years	2

Source: HomeTown Fiber Report (not affiliated with HomeTown Internet)

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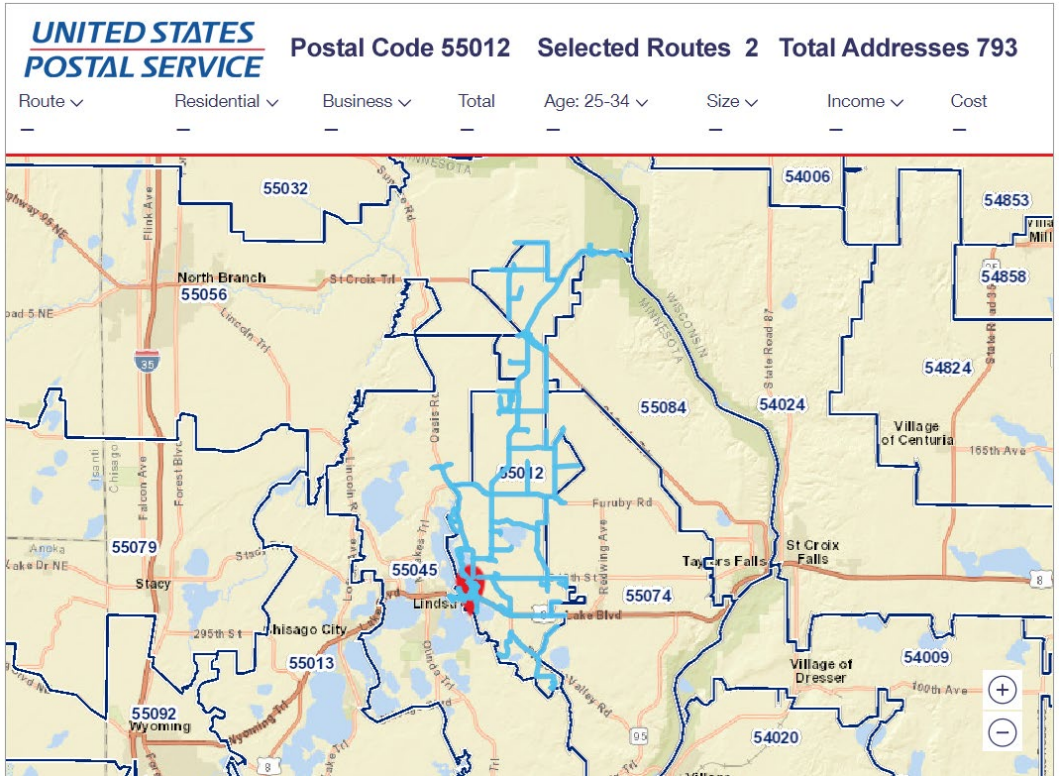
HTI Analysis

The United States Postal Service shows that Almelund has a total of 793 mailable addresses.
(residential and commerical)

Our research shows that the 8 constituents with acceptable service represent only 1% of the properties Almelund.

That means that in reality 785, or 99% remain unserved/ underserved.
(the purple and red sections on the prior map – page 3)



Source: www.usps.com
Every Door Delivered Direct Mail Program

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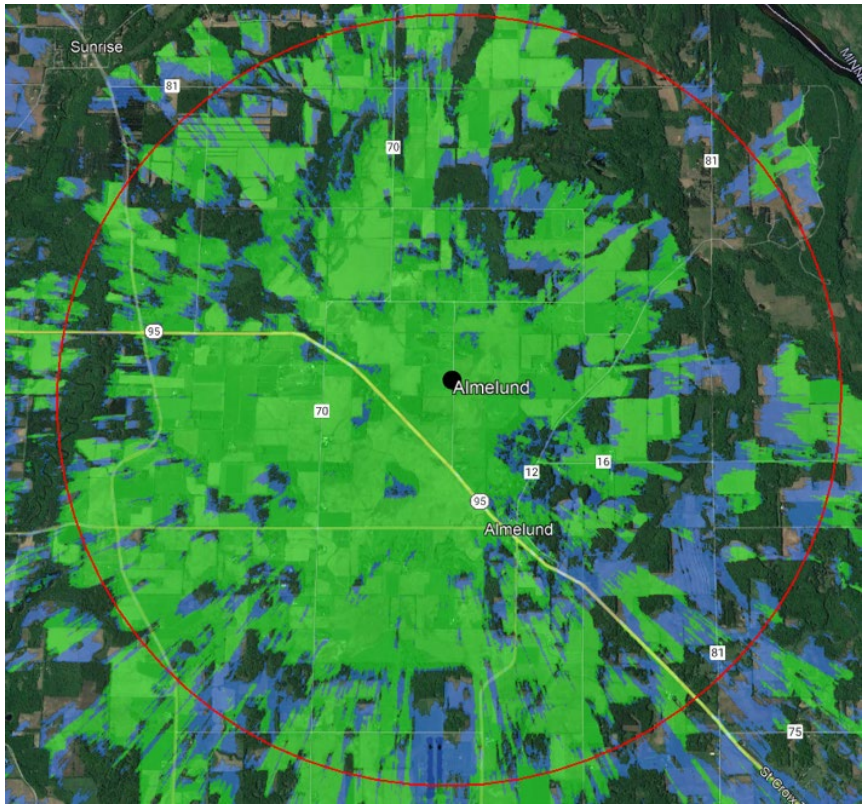
HTI Capabilities

HTI has an established history of providing excellent service in rural areas, and through our partner Ceragon, the infrastructure we can provide will deliver exceptional service to over 70% of Almelund residents.
(See green and blue portions of map)

The green area indicates 100 Mbps service and the blue indicates 50 Mbps service.



Source: Ceragon Heat Map

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HTI Capabilities - continued

Our customers in other portions of Chisago County have already seen tremendous service improvements as compared to their prior service providers.

HomeTown Internet (HTI) Chisago County Service Levels	Download (Mbps)	Upload (Mbps)
Prior Provider (Frontier) Delivery Speeds	10.36	1.49
Average HTI Customer Delivery Speeds	151.63	35.94
Improvement	15x	24x
HTI Customers with Over 100 Mbps (Dn) 20 Mbps (Up)	85%	100%
Government Spec	100	20

Source: HomeTown Internet Historical Data Through July 2023

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HTI Investment Overview

A small contribution on the part of Almelund would allow HTI to access the Chisago County ARPA funds to help provide this service to your constituents. HTI is prepared to make a major investment to bring this service to Almelund as indicated below.

Overall Costs:

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 HomeTown/Ceragon Cost (for Almelund)	$	462,869
Less Funds Received from Chisago County (ARPA)	($	200,000)
Less Funds Contributed by Almelund	($	5,000)
HomeTown Internet/Ceragon Investment	**$**	**257,869**

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Key Questions/Conclusion

Is Almelund satisfied with the current level of service its residents receive (if 99% are underserved)?

Are any other providers willing to make the investment to give those residents the level of service they need/deserve to enhance their everyday life?

We respectfully ask that you consider our request to make a small investment that allows us to access the Chisago County ARPA funds, and truly appreciate your consideration.

We have prepared the application and can provide copies of any supporting documents you need to assist you in making your decision.

Thank you!

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Chisago County Request for Board Action

Meeting Date: November 15, 2023	***Item Number:***
Title of Item for Consideration: Report and Recommendations from the November 8, 2023, Meeting of the Budget and Finance Committee	
Action Requested by: Budget & Finance	***Department:*** County Board of Commissioners
Previous Action on this Matter: From time to time, the County Board discusses issues of importance/interest to the Board and/or its committees or individual members.	

Background: Time has been set aside at tonight's meeting to review items discussed by the Budget & Finance Committee at its November 8th Budget and Finance Meeting. Of note are the following, items, along with any recommended Board actions if the Board of Commissioners chooses to approve the Budget and Finance Committee's recommendations:

Current Year-to-Date Financial Update:

The Committee reviewed the current up to date financials; operating budget activity, cash flow considerations, monthly-to-annual payroll, and the local option sales and wheelage tax numbers. **The Committee recommended accepting the reports.**

Delinquent Tax Interest Tax Rate:

County Auditor-Treasurer Bridgitte Konrad discuss the new legislation regarding 'Delinquent Tax Interest Rate' and its impact on Chisago County. The legislation has a provision that the County Board can adopt a resolution establishing an interest lower than the rate set by the Department of Revenue. The rate for delinquent taxes has been set at 8% for 2024. **The Committee recommended approving the rate established by Department of Revenue.**

2024 Budget and Operating Levy:

County Administrator Chase Burnham discussed the current 2024 preliminary budget and levy. The preliminary levy is currently 3.3% higher than 2023 or $1,509,778 more than 2023. The County Board of Commissioners can **ONLY** further reduce the preliminary levy. The Committee discussed the proposed preliminary levy and proposed expenditures. **The Committee recommended approving the 2024 budget and levy.**

2024 CIP and ARPA Funding – Expenditures:

The Committee discussed the 2024 CIP and the remaining ARPA requests. **The Committee recommended approving the proposed 2024 CIP and ARPA requests.**

Attachment:

- November 8th Budget and Finance Packet

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

"Move to accept the November 8th Budget and Finance Report."

And

"Move to approve the rate established by Department of Revenue for the delinquent tax rate."

And

"Move to approve the proposed 2024 budget and levy."

And

"Move to approve the proposed 2024 CIP and ARPA requests."

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

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

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

Administrator's Recommendation

Approve ___	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County
MINNESOTA
ADMINISTRATION

BUDGET & FINANCE COMMITTEE AGENDA

Wednesday, November 8, 2023

3:00 PM • Boardroom

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

PROPOSED AGENDA

I. Current Year-to-Date Financial Update
   A. Operating Budget Activity (P&L)
   B. Cash Flow Considerations (CF)
   C. Monthly-to-Annual Payroll Assessment
   D. Local Option Sales Tax and Wheelage Tax Update

II. Delinquent Tax Interest Rate

III. 2024 Budget and Operating Levy

IV. 2024 CIP and ARPA Funding – Expenditures

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 10/31/2023
83% OF YEAR COMPLETE

TAB I

	2023 Budget As Amended	As of 10/31/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	161,200	167,577	104%	MICA dues paid in Feb Per Diems/Mileage Larkin Hoffman
District Court	212,500	159,022	75%	
Law Library	161,092	34,033	21%	*Restricted*
County Administrator	71,800	100,643	140%	Misc dues paid in Feb Conferences & Training Mileage Benefit Mgmt Fees
Auditor-Treasurer	28,110	15,571	55%	TNT Notices - $8,000 in Dec
Audit	100,000	13,364	13%	Pending invoice from State
Assessor	39,400	26,432	67%	
Enterprise Services	3,903,842	2,927,888	75%	
Central Services	113,589	69,817	61%	
Elections	202,725	60,020	30%	Budget includes carryover
County Attorney	71,450	69,061	97%	Misc dues paid in Feb
County Attorney Forfeiture	29,417	91	0%	*Restricted*
Recorder	16,950	12,700	75%	1st Half Title Examiner Fees
Recorder Compliance/Technology	2,270,318	32,907	1%	*Restricted*
Maintenance	1,005,378	978,760	97%	
Planning & Zoning	261,500	162,253	62%	
General Government	2,489,563	4,283,325	172%	Longevity Bonuses ($534k) Retiree Payouts ($246k) Hiring Bonuses - SO ($7k) Worker's Comp/General Ins pymts HRA-EDA Loan
Contingency	109,747	2,805	3%	
Sheriff	1,001,663	837,866	84%	Misc dues paid in Feb AXON annual pymt Squad Repairs
Sheriff Forfeitures	35,320	17,764	50%	*Restricted*
Boat & Water	-	-		*Restricted*
Sheriff's Reserve	10,903	4,912	45%	*Restricted*
Snowmobile Safety	-	-		*Restricted*
Sheriff's Contingency	4,828	-		*Restricted*
Gun Permits	181,846	17,291	10%	*Restricted*
Project Lifesaver	5,121	-		*Restricted*
Public Safety Grants	114,453	122,449	107%	*Restricted*
Coroner	153,159	114,167	75%	Q1 - Q3 Fees
County Jail	742,150	473,396	64%	
Jail Canteen	136,391	59,300	43%	*Restricted*
Probation & Parole	138,106	123,588	89%	1st & 2nd Half Sentence to Serve Fees
Emergency Management	44,580	32,199	72%	2023 CODERED Svc Fee
E-911	371,715	-		*Restricted*
Controlled Substances - Share of Fines	3,730	-		*Restricted*
Historical Society	35,210	30,210	86%	1st & 2nd Half Allocation
Regional Library	748,331	748,331	100%	Full Allocation paid
Parks	131,000	85,903	66%	
County Agricultural Society	16,000	16,000	100%	Full Allocation paid
County Extension Services	138,700	114,810	83%	
Soil & Water	150,000	150,000	100%	Full Allocation paid
Water Quality Grant	359,089	22,005	6%	*Restricted*
Sewer Grants	43,344	500	1%	*Restricted*
Wetland Grant	5,000	5,000	100%	*Restricted*
Watercraft Inspection	141,731	11,132	8%	*Restricted*
Economic Development	70,000	34,311	49%	Tax Abatements
TOTAL GENERAL FUND	***$ 16,030,951***	***$ 12,137,403***	***76%***	
ROAD AND BRIDGE FUND				
Surveyor	20,788	14,995	72%	Equipment purchase
Highway Administration	38,500	25,634	67%	
Highway Engineering	2,646,450	1,200,206	45%	
Highway Construction	12,000,000	10,009,248	83%	
Highway Maintenance	2,739,300	1,820,523	66%	
Equipment Maintenance/Shop	898,700	908,873	101%	Equipment repairs; Gas and Oil Vehicle purchase has matching revenue
Traffic Operations	391,500	215,769	55%	
TOTAL ROAD AND BRIDGE FUND	***$ 18,735,238***	***$ 14,195,248***	***76%***	

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 10/31/2023
83% OF YEAR COMPLETE

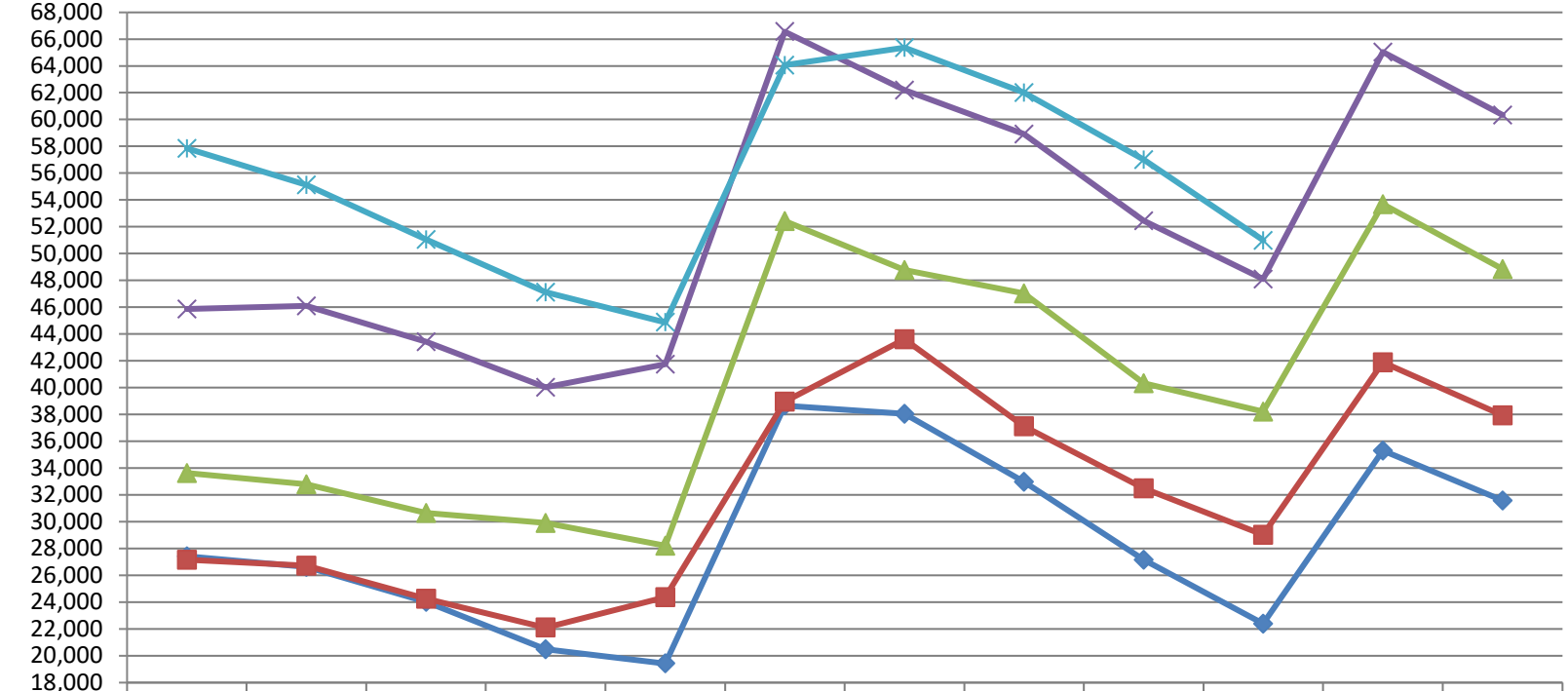
	2023 Budget As Amended	As of 10/31/2023	% of Budget	Notes
HEALTH AND HUMAN SERVICES				
Veterans Service	37,150	26,823	72%	
Income Maintenance	868,800	664,799	77%	
Social Services	3,918,493	2,707,454	69%	
Public Health Nursing	343,470	224,950	65%	
TOTAL HEALTH AND HUMAN SERVICES	***$ 5,167,913***	***$ 3,624,026***	***70%***	
BUILDING FUND				
General Government	657,012	603,439	92%	Honeywell lease payment Honeywell Phase II
Score Grant Fund	17,000	-	0%	
TOTAL BUILDING FUND	***$ 674,012***	***$ 603,439***	***90%***	
CAPITAL EQUIPMENT FUND				
Administration	34,740	8,040	23%	
Armer Radio - Replacement Fund	230,930	-	0%	
Auditor-Treasurer *(Elections)*	189,880	93,219	49%	
Enterprise Servcies	1,021,199	612,305	60%	
HHS	80,000	-	0%	
Maintenance	288,972	165,867	57%	
Other General Government *(Unallocated)*	17,653	-	0%	
Sheriff	627,179	425,473	68%	
Highway	968,530	373,888	39%	
Parks	357,824	80,415	22%	
TOTAL CAPITAL EQUIPMENT FUND	***$ 3,816,907***	***$ 1,759,207***	***46%***	
SOLID WASTE FUND				
Score Grant Fund	263,250	82,542	31%	
HHW Operations	721,250	209,813	29%	Has year end transfer
TOTAL SOLID WASTE FUND	***$ 984,500***	***$ 292,355***	***30%***	
PARK ACQUISITION & IMPROVEMENT FUND				
Parks	1,396,802	807,399	58%	
TOTAL PARK ACQ & IMPV FUND	***$ 1,396,802***	***$ 807,399***	***58%***	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	235,650	103,160	44%	
TOTAL LAKE IMPV DISTRICT MAINT	***$ 235,650***	***$ 103,160***	***44%***	
DEBT SERVICE FUND				
Road Debt	2,009,910	1,860,131	93%	Principal + Interest
HHS Debt	261,765	242,384	93%	Principal + Interest
Library Debt	469,088	436,435	93%	Principal + Interest
Jail Debt	1,048,465	992,628	95%	Principal + Interest
Business Park Bonds	241,815	228,254	94%	Principal + Interest
Capital Projects	667,199	632,974	95%	Principal + Interest
TOTAL DEBT SERVICE FUND	***$ 4,698,242***	***$ 4,392,806***	***93%***	
TOTAL ALL FUNDS	***$ 51,740,215***	***$ 37,915,043***	***73%***	

SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 10/31/2023
83% OF YEAR COMPLETE

	2023 Budget	As of 10/31/2023	% of Budget	Notes
GENERAL FUND				
Board of Commissioners	$ 224,952	$ 182,892	81%	
County Administrator	710,811	594,921	84%	
Auditor-Treasurer	755,366	620,020	82%	
Assessor	890,015	749,989	84%	
Enterprise Services	1,995,626	1,616,545	81%	
County Attorney	2,147,207	1,818,830	85%	
Recorder	394,525	288,813	73%	
Maintenance	609,626	471,473	77%	
Planning & Zoning	930,468	782,745	84%	
Sheriff	6,798,558	5,432,773	80%	
Public Safety Grants	21,180	-	0%	Wages transferred at year end
County Jail	3,684,060	3,048,801	83%	
Probation & Parole	1,128,769	934,140	83%	
Emergency Management	112,864	97,888	87%	
Parks	379,994	306,259	81%	
Water Quality Grant	105,931	107,048	101%	
Wetland Grant	105,443	87,261	83%	
Watercraft Inspection	212,401	145,215	68%	Seasonal
Non-Levy Departments	669,214	452,568	68%	
TOTAL GENERAL FUND	***$ 21,877,010***	***$ 17,738,181***	***81%***	
ROAD AND BRIDGE FUND				
Surveyor	$ 156,712	$ 128,070	82%	
Highway Administration	360,716	295,681	82%	
Highway Engineering	997,380	830,466	83%	
Highway Maintenance	1,679,032	1,439,466	86%	
Equipment Maintenance/Shop	485,665	440,884	91%	
Traffic Operations	212,630	124,044	58%	
TOTAL ROAD AND BRIDGE FUND	***$ 3,892,135***	***$ 3,258,611***	***84%***	
HEALTH AND HUMAN SERVICES				
Veterans Service	$ 249,951	$ 168,082	67%	
Income Maintenance	2,970,611	2,350,164	79%	
Social Services	6,644,566	5,518,468	83%	
Public Health Nursing	1,766,878	1,362,880	77%	
TOTAL HEALTH AND HUMAN SERVICES	***$ 11,632,006***	***$ 9,399,594***	***81%***	
SOLID WASTE FUND				
Score Grant Fund	$ 55,045	$ 47,261	86%	
HHW Operations	159,004	138,028	87%	
TOTAL SOLID WASTE FUND	***$ 214,049***	***$ 185,289***	***87%***	
LAKE IMPROVEMENT DISTRICT MAINTENANCE				
Lake Improvement District Maintenance	$ 141,520	$ 149,471	106%	
TOTAL LAKE IMPV DISTRICT MAINT	***$ 141,520***	***$ 149,471***	***106%***	
TOTAL ALL FUNDS	***$ 37,756,720***	***$ 30,731,146***	***81%***	

Fund Balance (000's)

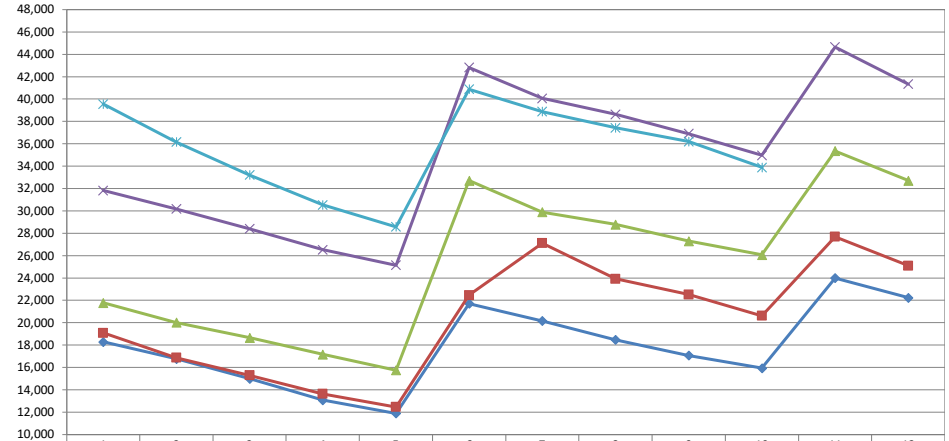
Revenue, Highway and HHS Funds: Cash Fund Balance by Month 2019-2023



	1	2	3	4	5	6	7	8	9	10	11	12
2019	27,411	26,615	24,030	20,479	19,428	38,669	38,040	32,978	27,162	22,394	35,294	31,582
2020	27,156	26,725	24,249	22,105	24,360	38,950	43,619	37,130	32,487	29,024	41,891	37,934
2021	33,628	32,786	30,646	29,900	28,211	52,436	48,767	47,036	40,338	38,222	53,683	48,855
2022	45,863	46,089	43,418	40,026	41,748	66,560	62,198	58,915	52,458	48,096	65,037	60,334
2023	57,848	55,128	51,054	47,114	44,878	64,052	65,362	62,003	57,003	50,987		

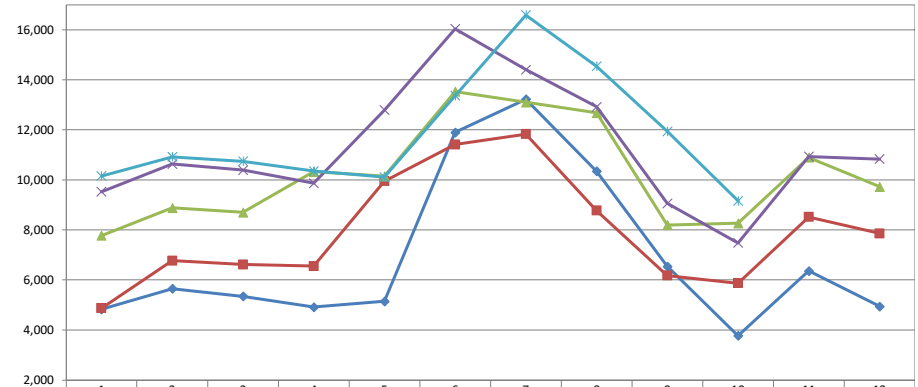
Fund Balance (000's)

General Fund: Cash Fund Balance by Month 2019-2023



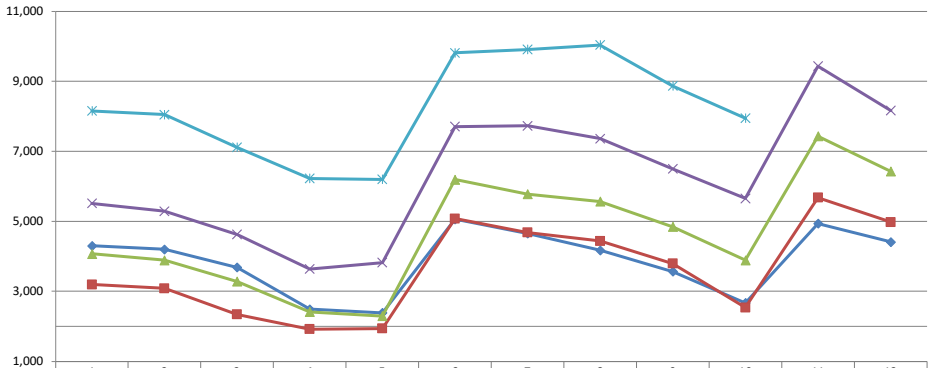
	1	2	3	4	5	6	7	8	9	10	11	12
2019	18,285	16,768	14,999	13,074	11,892	21,708	20,165	18,464	17,061	15,944	23,994	22,227
2020	19,092	16,873	15,291	13,634	12,472	22,462	27,108	23,919	22,522	20,619	27,698	25,101
2021	21,774	20,019	18,660	17,164	15,767	32,710	29,891	28,791	27,296	26,067	35,360	32,704
2022	31,823	30,169	28,401	26,522	25,144	42,821	40,066	38,629	36,901	34,966	44,667	41,343
2023	39,545	36,157	33,205	30,535	28,566	40,874	38,871	37,426	36,201	33,879		

Road & Bridge Fund Balance by Month 2019-2023



	1	2	3	4	5	6	7	8	9	10	11	12
2019	4,828	5,649	5,347	4,913	5,148	11,900	13,223	10,343	6,539	3,780	6,364	4,943
2020	4,869	6,770	6,620	6,554	9,950	11,412	11,832	8,774	6,173	5,868	8,514	7,856
2021	7,783	8,879	8,703	10,323	10,144	13,532	13,100	12,679	8,196	8,267	10,892	9,726
2022	9,528	10,634	10,392	9,864	12,786	16,033	14,405	12,924	9,058	7,477	10,935	10,828
2023	10,151	10,922	10,739	10,353	10,111	13,364	16,583	14,537	11,938	9,164		

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



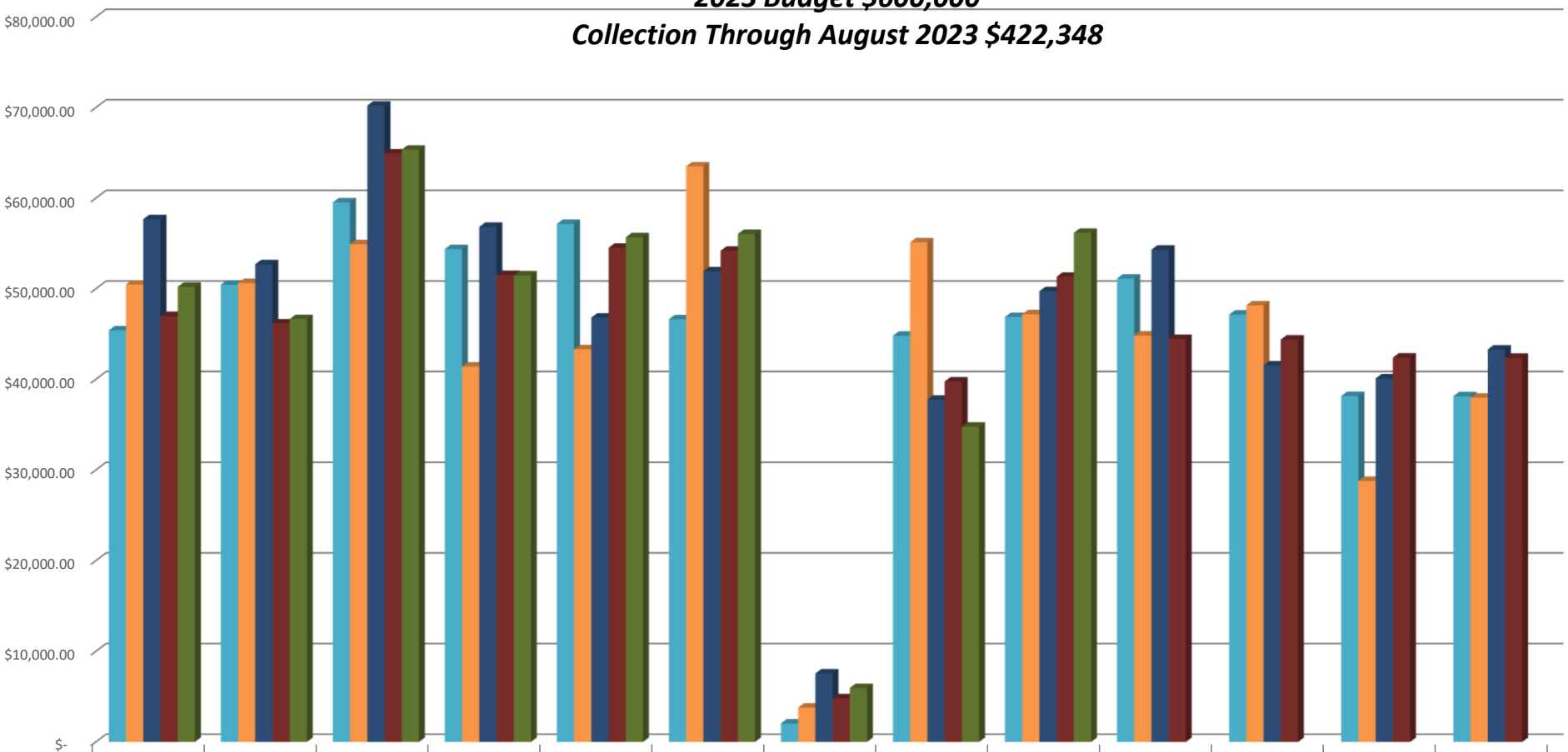
	1	2	3	4	5	6	7	8	9	10	11	12
2019	4,298	4,198	3,684	2,491	2,388	5,061	4,652	4,171	3,562	2,670	4,935	4,411
2020	3,195	3,082	2,338	1,917	1,938	5,075	4,679	4,437	3,792	2,537	5,679	4,977
2021	4,071	3,887	3,283	2,413	2,300	6,194	5,776	5,565	4,846	3,888	7,431	6,425
2022	5,512	5,286	4,624	3,640	3,818	7,706	7,727	7,362	6,499	5,653	9,435	8,163
2023	8,152	8,049	7,110	6,226	6,201	9,814	9,908	10,040	8,864	7,944		

Wheelage Tax

Average Annual Collection $567,854

2023 Budget $600,000

Collection Through August 2023 $422,348



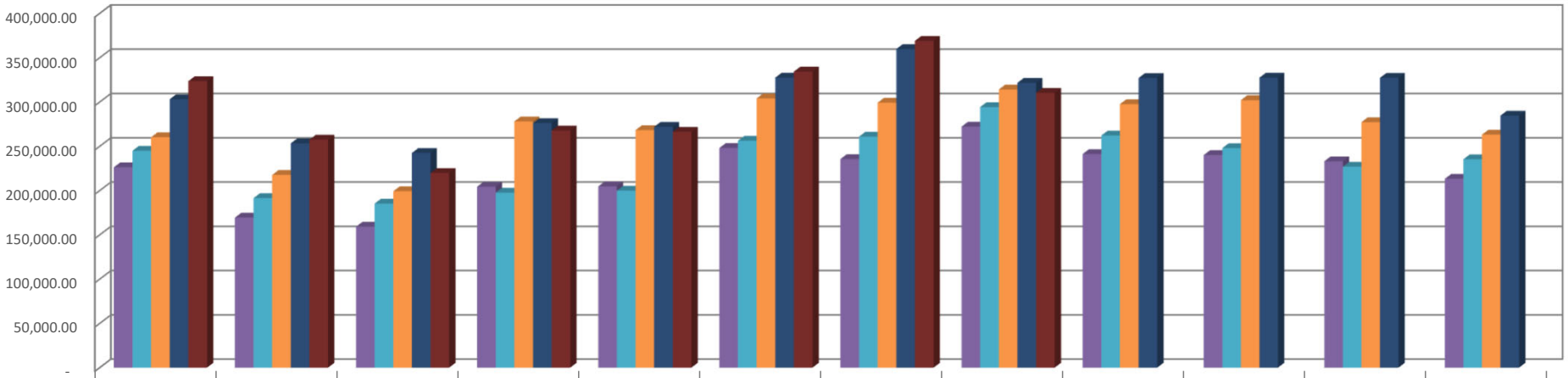
	January	February	March	April	May	June	Cleanup	July	August	September	October	November	December
2019	$45,410.66	$50,447.62	$59,526.25	$54,386.49	$57,152.45	$46,629.92	$2,043.50	$44,813.25	$46,878.14	$51,126.28	$47,146.69	$38,150.39	$38,130.00
2020	$50,463.58	$50,630.64	$54,917.39	$41,409.10	$43,328.09	$63,508.19	$3,796.36	$55,127.16	$47,193.47	$44,838.16	$48,168.82	$28,795.38	$37,983.69
2021	$57,675.88	$52,708.33	$70,214.38	$56,833.00	$46,820.71	$51,916.89	$7,560.47	$37,755.23	$49,732.78	$54,316.23	$41,540.05	$40,106.74	$43,298.19
2022	$46,984.14	$46,175.17	$64,940.55	$51,523.73	$54,524.84	$54,193.75	$4,820.30	$39,766.40	$51,328.18	$44,461.49	$44,395.41	$42,404.86	$42,375.86
2023	$50,213.73	$46,656.30	$65,361.61	$51,476.42	$55,686.04	$56,045.62	$5,954.89	$34,774.87	$56,178.32				

Sales Tax

Average Annual Collection $2,802,594

2023 Budget $3,600,000

Total Collection Through August 2023 $2,348,420



	January	February	March	April	May	June	July	August	September	October	November	December
2019	226,169.98	169,393.34	159,101.39	204,286.41	204,569.35	247,948.11	235,535.00	272,109.23	241,194.99	240,048.97	233,020.64	213,197.33
2020	244,822.69	191,388.15	185,240.25	197,581.84	199,802.27	256,119.85	260,845.66	294,224.99	262,009.72	247,842.61	226,771.81	235,295.92
2021	260,106.74	217,561.62	199,107.90	278,069.85	268,126.90	303,945.22	299,222.82	314,042.03	297,541.95	301,996.51	277,139.04	263,063.00
2022	303,035.44	253,275.28	242,386.41	276,025.44	271,845.87	327,383.41	359,757.77	321,598.37	326,999.59	327,346.98	327,169.00	284,561.00
2023	323,437.59	257,402.98	219,827.41	267,813.46	266,348.40	334,268.17	369,019.20	310,302.57				

Delinquent Tax Interest Rate

During the 2023 Legislative Session there was a change to the Statute that establishes the interest rate for delinquent taxes. For many years the statute had a minimum of 10% and maximum of 14% interest rate for delinquent taxes. During this time the rate has been 10%.

With the new Legislation, beginning in January 2024 the minimum 10% interest rate has been removed. The maximum 14% remains in effect. The annual interest rate will be determined by the Department of Revenue. The interest rate will be equal to the prime rate. **The Legislation also has a provision that the County Board can adopt a resolution establishing an interest lower than the rate set by the Department of Revenue.**

On November 1st, County Auditor Bridgitte Konrad received the 2024 interest rates from the Department of Revenue. The rate for delinquent taxes has been set at 8% for 2024. The amount set for delinquent taxes impacts other interest rates for other tax delinquencies as are noted in the chart below.

From discussions with other Counties, other counties are staying at the rate set by the State.

YEAR	DELINQUENT TAXES	PROPERTY TAX JUDGMENTS	CONFESSION OF JUDGMENT, HOMESTEADED PROPERTY	CONFESSION OF JUDGMENT, ALL OTHER ELIGIBLE PROPERTY	REPURCHASE, OR TAX-FORFEITED LAND SOLD ON CONTRACT FOR DEED
2024	8%	Posted by 1/1/2024	10%	8%	8%
2023	10%	5%	7%	10%	10%
2022	10%	4%	5%	10%	10%
2021	10%	4%	5%	10%	10%
2020	10%	4%	7%	10%	10%
2019	10%	4%	7%	10%	10%
2018	10%	4%	5%	10%	10%
2017	10%	4%	5%	10%	10%
2016	10%	4%	5%	10%	10%
2015	10%	4%	5%	10%	10%
2014	10%	4%	NA	10%	10%

TAB III

2024 Budget and Operating Levy

At the September 20th Board of Commissioners meeting, the Board approved the preliminary levy of **$47,250,638** and a total budget of **$87,356,166**.

The preliminary levy is currently 3.3% higher than 2023 or $1,509,778 more than 2023.

The County Board of Commissioners can **ONLY** further reduce the preliminary levy.

Attachment(s):

- 2024 Preliminary Summary Budget & Levy Calculation

2024 PRELIMINARY SUMMARY BUDGET & LEVY CALCULATION
By Department

	2023 Expenditures	*2024 Expenditures*	*Inc/Dec*	*2023 Revenues*	*2024 Revenues*	*Inc/Dec*	
Assessor	***929,415***	***1,066,078***	***136,663***	***-***	***-***	***-***	
Auditor-Treasurer	783,476	851,278	67,802	49,200	49,200	-	
Audit	100,000	110,000	10,000	-		-	Use $10K ARPA
Elections	131,400	153,886	22,486	10,000	23,000	13,000	
Other Gen Govt	1,978,330	1,287,695	(690,635)	1,788,190	2,145,010	356,820	
Non-Co Income/Expense	4,700	-	(4,700)	-	-	-	
E911	137,000	162,000	25,000	137,000	162,000	25,000	
Self Insurance	300,000	-	(300,000)	300,000	-	(300,000)	
Economic Development	70,000	47,000	(23,000)	-		-	
Debt - Road	2,009,910	2,108,019	98,109	-		-	
Debt HHS Building	261,765	260,781	(984)	-		-	
Debt Library	469,088	474,075	4,987	-		-	
Debt Jail	1,048,465	1,057,731	9,266	628,925	628,925	-	
Debt Business Park	241,815	244,440	2,625	200,000	200,000	-	
Debt 800 Mghz (Armer)	667,199	628,684	(38,515)	-		-	
Property Tax - All Funds	-	-	-	410,000	410,000	-	
AUDITOR-TREASURER TOTAL	***8,203,148***	***7,385,589***	***(817,559)***	***3,523,315***	***3,618,135***	***94,820***	
Board of Commissioners	386,152	438,132	51,980	-	-	-	
Law Library	40,514	40,514	-	40,000	50,000	10,000	
County Administrator	782,611	1,111,389	328,778	7,500	7,500	-	
Central Services	111,250	110,750	(500)	3,100	3,100	-	
Contingency	109,747	100,000	(9,747)	-	12,500	12,500	
Historical Society	35,210	40,000	4,790	-	-	-	
Library	748,331	778,495	30,164	-	-	-	
Agricultural Society	16,000	16,000	-	-	-	-	
County Extension	138,700	141,200	2,500	-	-	-	
Soil & Water	804,000	200,000	(604,000)	654,000	-	(654,000)	
Building Fund - Gen Gov	-	83,602	83,602	-	83,602	83,602	Use CIP
Capital Equipment	2,444,232	3,293,353	849,121	2,444,232	3,293,353	849,121	
COUNTY ADMINISTRATION TOTAL	***5,616,747***	***6,353,435***	***736,688***	***3,148,832***	***3,450,055***	***301,223***	
County Attorney	2,218,657	2,925,090	706,433	133,800	122,300	(11,500)	
County Attorney Forfeiture	-	-	-	-	-	-	
COUNTY ATTORNEY TOTAL	***2,218,657***	***2,925,090***	***706,433***	***133,800***	***122,300***	***(11,500)***	
Data Processing	5,831,955	6,336,409	504,454	348,873	320,947	(27,926)	
Maintenance	1,615,004	1,669,531	54,527	-	-	-	
ENTERPRISE SERVICES TOTAL	***7,446,959***	***8,005,940***	***558,981***	***348,873***	***320,947***	***(27,926)***	
District Court	***212,500***	***212,500***	***-***	***76,000***	***76,000***	***-***	
Planning & Zoning	1,191,968	1,409,145	217,177	935,043	987,643	52,600	Use $14K ARPA For Code Review
Parks	510,994	602,220	91,226	30,000	30,000	-	
Water Quality	182,601	199,193	16,592	32,743	32,743	-	
Wetland Grant	110,443	118,352	7,909	27,700	27,700	-	
Watercraft Inspection	295,901	315,323	19,422	172,000	172,000	-	
Score Grant	318,295	332,967	14,672	291,000	428,341	137,341	
Household Hazardous Waste Operations	880,254	630,176	(250,078)	489,000	297,300	(191,700)	Use $281K ARPA for Cold Storage
Park Acquisition & Improvement	1,396,802	-	(1,396,802)	1,187,282	-	(1,187,282)	
ENVIRONMENTAL SVC TOTAL	***4,887,258***	***3,607,376***	***(1,279,882)***	***3,164,768***	***1,975,727***	***(1,189,041)***	
Veterans Services	287,101	257,362	(29,739)	15,500	15,500	-	
Income Maintenance	3,739,411	3,976,761	237,350	2,227,200	2,266,961	39,761	
Social Services	10,563,059	11,142,824	579,765	4,678,297	4,772,734	94,437	
Collaboratives	-	-		-		-	
Public Health	2,110,348	2,220,650	110,302	1,294,513	1,267,744	(26,769)	
HEALTH & HUMAN SERVICES TOTAL	***16,699,919***	***17,597,597***	***897,678***	***8,215,510***	***8,322,939***	***107,429***	
Probation	1,080,997	1,354,499	273,502	359,000	956,530	597,530	
Electronic Monitoring	22,000	18,000	(4,000)	22,000	18,000	(4,000)	
Caseload Reduction Grant	84,892	-	(84,892)	64,797	-	(64,797)	
PROBATION TOTAL	***1,187,889***	***1,372,499***	***184,610***	***445,797***	***974,530***	***528,733***	
Recorder	411,475	364,427	(47,048)	285,000	250,000	(35,000)	
Recorder Tech/Compliance	1,500	1,500	-	315,000	210,000	(105,000)	
RECORDER TOTAL	***412,975***	***365,927***	***(47,048)***	***600,000***	***460,000***	***(140,000)***	
Surveyor	164,762	173,492	8,730	15,000	10,500	(4,500)	
Highway Administration	399,216	424,343	25,127	20,000	15,000	(5,000)	
Highway Engineering	3,643,830	4,026,043	382,213	2,000,000	2,250,000	250,000	
Highway Construction	9,500,000	12,940,000	3,440,000	7,085,000	11,440,000	4,355,000	
Highway Maintenance	4,418,332	4,994,615	576,283	3,502,000	3,492,000	(10,000)	
Equipment Maintenance/Shop	1,384,365	1,419,535	35,170	230,000	230,000	-	
Traffic Operations	604,130	646,575	42,445	-	-	-	
ROAD & BRIDGE TOTAL	***20,114,635***	***24,624,603***	***4,509,968***	***12,852,000***	***17,437,500***	***4,585,500***	

	2023 Expenditures	2024 Expenditures	Inc/Dec	2023 Revenues	2024 Revenues	Inc/Dec
Sheriff	7,760,318	8,227,777	467,459	1,968,250	2,130,895	162,645
Sheriff Forfeitures	-	-	-	-		-
Sheriff's Reserve	-	-	-	-		-
Gun Permits	-	-	-	-		-
PS Grants TZD	71,700	95,500	23,800	95,458	95,500	42
PS Grants Boat & Water	25,000	52,000	27,000	25,000	52,000	27,000
PS Grants Snowmobile	6,900	7,000	100	6,900	7,000	100
PS Grants ATV	7,100	7,000	(100)	7,100	7,000	(100)
PS Grants Miscellaneous	-	-	-	-	-	-
Coroner	153,159	153,159	-	-	-	-
County Jail	4,426,210	5,066,683	640,473	111,000	92,000	(19,000)
Jail Canteen	-	-	-	-	-	-
Sentence to Serve	78,986	78,986	-	-	-	-
Emergency Management	144,588	151,427	6,839	53,000	58,000	5,000
TOTAL SHERIFF	***12,673,961***	***13,839,532***	***1,165,571***	***2,266,708***	***2,442,395***	***175,687***
TOTAL	***$ 80,604,063***	***$ 87,356,166***	***$ 6,752,103***	***$ 34,775,603***	***$ 39,200,528***	***$ 4,424,925***

LEVY CALCULATION	**2023 Levy**	**2024 Levy**			
		600,000	***Fund Balance***		
			ARPA (Audit $10K, Code Review		
			$14K & HHW Cold Storage Bldg		
		305,000	***$281K)***		
Use of fund balance & Other Funds	***$ 87,600***	***$ 905,000***			
Levy	***$ 45,740,860***	***$ 47,250,638***	***$ 1,509,778***	***3.30%***	

LAKE IMPROVEMENT DISTRICT (LID) LEVY

	2023 Expenditures	2024 Expenditures	Inc/Dec	2023 Revenues	2024 Revenues	Inc/Dec
Lake Improvement District	327,520	365,330	37,810	-	-	-
TOTAL	***$ 327,520***	***$ 365,330***	***$ 37,810***	***$ -***	***$ -***	***$ -***

LEVY CALCULATION - LID	**2023 Levy**	**2024 Levy**		
Use of fund balance & Other Funds	***$ -***	***$ -***		
Levy	***$ 327,520***	***$ 365,330***	***$ 37,810***	***11.54%***

2024 Levy Information

(Jurisdictions that will show on TNT Notice)

Taxing Authority	2023 Actual	2024 Proposed	Percent Change
Chisago County	45,740,860	47,250,638	3.30%
Center City	341,860	355,500	3.99%
Chisago City	3,506,703	3,751,982	6.99%
Harris	670,483	729,168	8.75%
Lindstrom	3,047,006	3,344,495	9.76%
North Branch	5,378,324	6,380,881	18.64%
Rush City	821,077	890,136	8.41%
Shafer	527,666	561,435	6.40%
Stacy	367,862	403,264	9.62%
Taylors Falls	692,635	887,056	28.07%
Wyoming	5,133,772	5,602,798	9.14%
ISD 138 - North Branch	10,051,362	10,144,705	0.93%
ISD 139 - Rush City	3,627,629	3,900,119	7.51%
ISD 314 - Braham	2,284,396	2,447,806	7.15%
CSD 323 - Franconia	79,249	73,064	-7.80%
ISD 831 - Forest Lake Area	31,441,392	34,362,204	9.29%
ISD 911 - Cambridge-Isanti	15,122,284	17,075,573	12.92%
ISD 2144 - Chisago Lakes Area	11,118,918	11,353,474	2.11%

(Jurisdictions that will do not show on TNT Notice)

Taxing Authority	2023 Actual	2024 Proposed	Percent Change
Amador Twp	407,000	410,000	0.74%
Chisago Lake Twp	1,289,000	1,689,000	31.03%
Fish Lake	1,022,000	1,083,500	6.02%
Franconia	870,000	870,000	0.00%
Lent	1,215,000	1,340,000	10.29%
Nessel	727,380	846,292	16.35%
Rushsheba	177,500	192,500	8.45%
Shafer Twp	270,973	325,168	20.00%
Sunrise Twp	631,376	657,945	4.21%
Chisago County HRA/EDA	470,000	700,000	48.94%
Comfort Lake/FL Watershed	393,518	413,177	5.00%
ECRDC	127,893	130,732	2.22%
LID	327,520	365,330	11.54%
North Branch EDA	388,126	574,653	48.06%

Average	11.19%
Median	8.43%

TAB IV

2023 Capital Improvement Plan
Budget to Actual
As of October 31, 2023

ADMINISTRATION

Description	Project #	Source	Budget	Actual	Remaining
County Codification Services	**N/A**	CARRYOVER	15,000	-	15,000
Office Remodel - Veteran's Services	**ADM-0198**	CARRYOVER	10,000	-	10,000
NB Library - Office blinds replacement	**2023 ADD**	UNALLOCATED	3,240	(2,540)	700
Management Training	**2023 ADD**	UNALLOCATED	5,500	(5,500)	-
NACO	**2023 ADD**	UNALLOCATED	1,000	-	1,000
Total Carryover from 2022			**34,740**	**(8,040)**	**26,700**
Total			**$ 34,740**	**$ (8,040)**	**$ 26,700**

AUDITOR TREASURER (ELECTIONS)

Description	Project #	Source	Budget	Actual	Remaining
Election Pollbook Replacement	**AUD-0138**	CARRYOVER	21,000	(21,000)	-
Election Equipment Replacement Fund	**AUD-0137**	CARRYOVER	59,000	(31,919)	27,081
Total Carryover from 2022			**80,000**	**(52,919)**	**27,081**
Election Equipment Replacement Fund	**AUD-0137**	2023 CIP BUDGET	59,000	-	59,000
Electronic Pollbook Replacement	**AUD-0138**	2023 CIP BUDGET	21,000	(16,170)	4,830
Election Results - Storage Media	**AUD-0139**	2023 CIP BUDGET	4,500	-	4,500
GovAP	**2023 ADD**	UNALLOCATED	15,000	(13,750)	1,250
LeaseQuery	**2023 ADD**	UNALLOCATED	10,380	(10,380)	-
Total 2023 CIP Budget			**109,880**	**(40,300)**	**69,580**
Grand Total			**$ 189,880**	**$ (93,219)**	**$ 96,661**

FACILITY MAINTENANCE

Description	Project #	Source	Budget	Actual	Remaining
Exterior Door Badge Access at PSC	**MNT-0267**	CARRYOVER	5,500	-	5,500
Fence Around Generator at PSC	**MNT-0267**	CARRYOVER	12,000	-	12,000
Parking Gate/Fence at PSC	**MNT-0267**	CARRYOVER	50,000	(48,181)	1,819
Cameras at PSC	**ENTS-0184**	CARRYOVER	37,272	(35,528)	1,744
Total Carryover from 2022			**104,772**	**(83,709)**	**21,063**
Repair Courthouse lots	**MNT-0055**	2023 CIP BUDGET	5,000	-	5,000
Replace water heater at the Courthouse	**MNT-0061**	2023 CIP BUDGET	7,500	-	7,500
Replacement APC Automatic Transfer Switches	**MNT-0094**	2023 CIP BUDGET	9,500	(9,322)	178
Better Hallway Signage on 3rd floor	**MNT-0219**	2023 CIP BUDGET	1,000	-	1,000
Fencing and Parking Gate at PSC	**MNT-0267**	2023 CIP BUDGET	100,000	(43,357)	56,643
Public Works Cellular Service	**2023 ADD**	UNALLOCATED	29,480	(29,480)	-
Ceiling Tile Rplcmnt Overage (ARPA-0062)	**2023 ADD**	UNALLOCATED	31,720	-	31,720
Total 2023 CIP Budget			**184,200**	**(82,159)**	**70,321**
Grand Total			**$ 288,972**	**$ (165,868)**	**$ 91,384**

SHERIFF'S OFFICE

Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	**N/A**	REVENUE	130,014	43,811	173,825
Total Revenue			**130,014**	**43,811**	**173,825**
Sheriff's Office Patrol Vehicle Replacements - 6 squads	**CCSO-0141**	2023 CIP BUDGET	372,926	(309,639)	63,287
Reserve Deputy Ballistic Vests	**CCSO-0225**	2023 CIP BUDGET	9,200	(8,213)	987
40LMTS Single Shot Less Lethal	**CCSO-0235**	2023 CIP BUDGET	46,750	(42,363)	4,387
Agency Handgun Program	**CCSO-0237**	2023 CIP BUDGET	24,500	(24,300)	200
Jail Transport Vehicle	**CCSO-0238**	2023 CIP BUDGET	43,789	(40,959)	2,830
Total 2023 CIP Budget			**497,165**	**(425,474)**	**71,691**
Grand Total			**$ 627,179**	**$ (381,663)**	**$ 245,516**

PUBLIC WORKS

Description	Project #	Source	Budget	Actual	Remaining
Skid Steer Trailer	**PWKS-0166**	CARRYOVER	19,776	(19,776)	-
Lowboy Trailer	**PWKS-0165**	CARRYOVER	38,118	(38,118)	-
1-Ton Work Truck	**PWKS-0168**	CARRYOVER	60,000	-	60,000
1-Ton Tipper Truck	**PWKS-0206**	CARRYOVER	76,563	-	76,563
Sign Truck	**PWKS-0081**	CARRYOVER	220,000	(220,000)	-
Hydrant Replacement	**N/A**	CARRYOVER	10,073	-	10,073
Total Carryover from 2022			**424,530**	**(277,894)**	**146,636**
Tandem Snow Plow Truck	**PWKS-0171**	2023 CIP BUDGET	170,000	-	170,000
Tandem Snow Plow Truck	**PWKS-0172**	2023 CIP BUDGET	170,000	-	170,000
1-ton Work Truck	**PWKS-0209**	2023 CIP BUDGET	80,000	-	80,000
Survey Equipment	**PWKS-0227**	2023 CIP BUDGET	74,000	(74,000)	-
Fuel Island Repairs	**PWKS-0233**	2023 CIP BUDGET	50,000	(21,994)	28,006
Total 2023 CIP Budget			**544,000**	**(95,994)**	**448,006**
Grand Total			**$ 968,530**	**$ (373,888)**	**$ 594,642**

2023 Capital Improvement Plan
Budget to Actual
As of October 31, 2023

PARKS/ENVIRONMENTAL

Description	Project #	Source	Budget	Actual	Remaining
Swedish Immigrant Trail Erosion Control Measures	**ENVS-0105**	CARRYOVER	19,000	-	19,000
Security Lighting & Electrical Services	**ENVS-0108**	CARRYOVER	500	-	500
Fish Lake Park Plan/Design Services	**ENVS-0111**	CARRYOVER	20,804	(21,279)	(475)
Sunrise Prairie Trail - 15% Match	**N/A**	CARRYOVER	209,520	-	209,520
Total Carryover from 2022			**249,824**	**(21,279)**	**228,545**
Ki-Chi-Saga Playground Swing	**ENVS-0114**	2023 CIP BUDGET	15,000	(6,884)	8,116
Parking Lot Gravel & Grading Frandsen/Checkerboard Parks	**ENVS-0115**	2023 CIP BUDGET	19,000	(19,000)	-
Swedish Immigrant Regional Trail Pavement Repair	**ENVS-0116**	2023 CIP BUDGET	3,500	(3,500)	-
Parks 1998 Tractor Trailer Replacement	**ENVS-0118**	2023 CIP BUDGET	12,709	(12,709)	-
Parks 2001 Trailer Replacement	**ENVS-0119**	2023 CIP BUDGET	3,104	(3,104)	-
Parks Maintenance Facility Well	**ENVS-0239**	2023 CIP BUDGET	13,939	(13,939)	-
Sunrise Prairie Regional Trail-Subgrade Correction and Paving	**ENVS-0241**	2023 CIP BUDGET	40,748	-	40,748
Total 2023 CIP Budget			**108,000**	**(59,136)**	**48,864**
Grand Total			**$ 357,824**	**(80,415)**	**$ 277,409**

TECHNOLOGY

Description	Project #	Source	Budget	Actual	Remaining
ARMER Testing Equipment	**N/A**	CARRYOVER	37,800	-	37,800
Replace 9 Printers for Sheriff's Office - Jail, Jail Admin, SO	**ENTS-017**	CARRYOVER	4,600	-	4,600
Replace 6 high volume scanners for HHS	**ENTS-030**	CARRYOVER	6,000	-	6,000
Upgrade of Keysecure Data Encryption Equipment	**ENTS-095**	CARRYOVER	17,250	(17,250)	-
Relocate the Wyoming Emergency Paging Tower	**ENTS-083**	CARRYOVER	100,000	-	100,000
Total Carryover from 2022			**165,650**	**(17,250)**	**148,400**
Replacement of 20 MDC's/Laptops for Sheriff's Office due to age 1/2 were done in 2022	**ENTS-0028**	2023 CIP BUDGET	32,500	(31,800)	700
5 replacement laptops for HHS	**ENTS-0031**	2023 CIP BUDGET	6,175	-	6,175
MCC 7500E Laptop Consoles (2)	**ENTS-0088**	2023 CIP BUDGET	165,000	-	165,000
Replace Printer for County Administration	**ENTS-0096**	2023 CIP BUDGET	500	-	500
Replace Fujitsu Scanner in Treasurer's Office	**ENTS-0098**	2023 CIP BUDGET	985	-	985
Replace network cores at ECC, No parts available	**ENTS-0099**	2023 CIP BUDGET	515,926	(494,956)	20,970
Replace network switches that support end user devices a	**ENTS-0103**	2023 CIP BUDGET	60,000	-	60,000
Social Media and Texting archive solution	**ENTS-0179**	2023 CIP BUDGET	7,200	(4,990)	2,210
Replace 3 PC's in Attorney's Office	**ENTS-0243**	2023 CIP BUDGET	3,300	(2,977)	323
Replace 6 laptops for County Attorney Office	**ENTS-0244**	2023 CIP BUDGET	8,700	(8,415)	285
Replace laptop for Assessor's Department	**ENTS-0245**	2023 CIP BUDGET	1,450	(1,402)	48
Replace laptop in Auditor's Department	**ENTS-0246**	2023 CIP BUDGET	1,450	(1,402)	48
Replace 2 laptops in Probation due to age	**ENTS-0248**	2023 CIP BUDGET	2,900	(2,805)	95
Replace 4 PC's in ECC / 911 Center due to age	**ENTS-0250**	2023 CIP BUDGET	4,400	(3,969)	431
Replace 2 PC's in HHS due to age	**ENTS-0251**	2023 CIP BUDGET	2,200	(1,984)	216
Replace 3 Desktop PC's in the Jail due to age	**ENTS-0254**	2023 CIP BUDGET	3,300	(2,977)	323
Replace "all in one" printer for Sheriff's Office due to age	**ENTS-0255**	2023 CIP BUDGET	750	-	750
Replace 6 Desktop PC's in Sheriff's Office due to age	**ENTS-0256**	2023 CIP BUDGET	6,600	(5,953)	647
Replace 1 printer due to age in Zoning	**ENTS-0259**	2023 CIP BUDGET	850	-	850
Add 1 WDA / Laptop to Probation *May need added software licenses for Pro Phoenix	**PBTN-0249**	2023 CIP BUDGET	3,200	(3,261)	(61)
OpenGov	**2023 ADD**	UNALLOCATED	28,163	(28,163)	-
Total 2023 CIP Budget			**855,549**	**(595,054)**	**260,495**
Grand Total			**$ 1,021,199**	**$ (612,304)**	**$ 408,895**

HHS

Description	Project #	Source	Budget	Actual	Remaining
Child Protection interview/visitation rooms	**HHS-0195**	2023 CIP BUDGET	40,000		40,000
HHS Interview Rooms	**HHS-0196**	2023 CIP BUDGET	40,000		40,000
Total			**$ 80,000**	**$ -**	**$ 80,000**

UNALLOCATED

Description		Source	Budget	Actual	Remaining
2023 Unallocated CIP Funds		2023 CIP BUDGET	163,181		
NB Library - Office blinds replacement	Allocated at 2/8/23 meeting	TO ADMIN	(3,240)		
Management Training	Allocated at 2/8/23 meeting	TO ADMIN	(5,500)		
GovAP	Allocated at 05/10/23 meeting	TO AUD/TREAS	(15,000)		
NACO	Allocated at 06/14/23 meeting	TO ADMIN	(1,000)		
Public Works Cellular Service	Allocated at 07/12/23 meeting	TO MAINTENANCE	(29,480)		
LeaseQuery	Allocated at 08/09/23 meeting	TO AUD/TREAS	(10,380)		
OpenGov	Allocated at 09/13/23 meeting	TO TECHNOLOGY	(28,163)		
Ceiling Tile Overage (APRA-0062 ENTS)	Allocated at 09/13/23 meeting	TO MAINTENANCE	(31,720)		
2024 CIP	Allocated at 09/13/23 meeting	TO 2024	(21,045)		
Total			**$ 17,653**	**$ -**	**$ 17,653**

ARMER	**$ 230,930**	-	**$ 230,930**
TOTAL ALL DEPARTMENTS	**$ 3,816,907**	**$ (1,759,208)**	**$ 2,025,979**

ARPA Expenses
Budget to Actual
As of October 31, 2023

ADMINISTRATION

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0199 ADM	'Old' Jail and White House Demolition	$ 692,781	$ (44,455)	$ (26,899)	$ 621,427
ARPA-0335 ADM	Broadband	1,483,688	(79,960)	(638,026)	765,702
ARPA-0336 ADM	School Grants - Vocational Programs	500,000	(500,000)	-	-
ARPA-0341 ADM	School Grants - Open Use	100,000	(100,000)	-	-
ARPA-0345 ADM	IT Assessment	35,000	(36,944)		(1,944)
ARPA-0349 ADM	Employee Engagement Survey	9,300	(8,660)	-	640
ARPA-0354 ADM	ARPA Advisory Consultant	1,775	(1,775)	-	-
ARPA-0356 ADM	Childcare Provider Training Assistance	100,000	-	-	100,000
2023 ADD	Administration Fee	144,941	-	-	144,941
2023 ADD	Management Training - 2024	10,000	-	-	10,000
2023 ADD	Legal Counsel	30,000	-	-	30,000
2023 ADD	Replace HVAC at Arrowhead Transit Building	26,012	-	-	26,012
		$ 3,133,497	**$ (771,794)**	**$ (664,925)**	**$ 1,696,778**

ATTORNEY

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0339 ATT	Children's Services Collaborative	$ 118,298	$ (118,298)	$ -	$ -
ARPA-0340 ATT	County Attorney - FT Media Services Tech	108,018	(5,575)	(22,415)	80,028
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(15,645)	(21,540)	14,283
2023 ADD	LENS Update	40,600	-	-	40,600
		$ 318,384	**$ (139,518)**	**$ (43,955)**	**$ 134,911**

AUDITOR-TREASURER

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0337 AUD	Tyler Tax/CAMA Software	$ 250,000	$ -	$ -	$ 250,000
ARPA-0347 AUD	Single Use Audit - ARPA Funds	30,000	-	-	30,000
		$ 280,000	**$ -**	**$ -**	**$ 280,000**

EMERGENCY MANAGEMENT

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	**$ 60,000**	**$ -**	**$ -**	**$ 60,000**

ENTERPRISE SERVICES

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0062 ENTS	Replace ceiling grid and tile in the hallways of the 1989 Courthouse	$ 75,000	$ -	$ -	$ 75,000
ARPA-0092 ENTS	Cisco USC Interconnects / Chassis	229,032	-	(229,032)	-
ARPA-0093 ENTS	Upgrade Backup Exec Tape Library	75,000	-	(70,641)	4,359
ARPA-0101 ENTS	Upgrade data center fabric network switches at the ECC data center	75,000	-	(75,000)	-
ARPA-0102 ENTS	Upgrade data center fabric network switches at the Courthouse data center	75,000	-	(75,000)	-
ARPA-0133 ENTS	Cyber Security Audit, Testing and Mitigation	65,000	-	(64,648)	352
ARPA-0202 ENTS	Cisco UCS in DMZ Replacement of Chassis and Fabric Interconnects	53,400	-	(53,400)	-
ARPA-0352 ENTS	2 Laptops - U of MN Extension	4,200	(2,937)	-	1,263
ARPA-0355 ENTS	Laptop - HHS	1,620	(1,620)	-	-
ARPA-0086 ENTS	*ARPA ARMER* Broadband PTT Solution (ARMER Radio to Smartphone)	15,000	-	(13,238)	1,762
ARPA-0087 ENTS	*ARPA ARMER* Increase microwave bandwidth to Nessel ARMER site	1,700	-	-	1,700
ARPA-0261 ENTS	*ARPA ARMER* Upgrade of ARMER Microwave backhaul system- this is a multi year project	800,000	-	-	800,000
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	2,083,300	-	(148,761)	1,934,539
ARPA-0392 ENTS	Wi-Fi in County Parks	60,000			
ARPA-0394 ENTS	Replace Camera Security System	100,000			
2023 ADD	Phase II County Scanning Project	5,500	-	-	5,500
		$ 3,718,752	**$ (4,557)**	**$ (729,719)**	**$ 2,984,476**

ARPA Expenses
Budget to Actual
As of October 31, 2023

ENVIRONMENTAL SERVICES

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0117 ENVS	Park Maintenance Cold Storage and Shop (add'l $5,500 allocated on 04/12/23)	$ 105,500	$ -	$ (106,523)	$ (1,023)
ARPA-0180 ENVS	Online Permitting/Licensing Module ($145,000 budget reallocated on 04/12/23)	-	-	-	-
ARPA-0240 ENVS	Chisago County Mountain Bike Course (add'l $109,500 allocated on 04/12/23)	184,500	-	-	184,500
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building (add'l $30,000 allocated on 04/12/23, add'l $5,605 allocated on 8/9/23)	185,605	-	(47,584)	138,021
ARPA-0305 ENVS	Water Resources Grant Match	250,000	-	(45,717)	204,283
ARPA-0306 ENVS	Water Resources Truck	50,000	-	-	50,000
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	-	(4,792)	116,408
2023 ADD	Preliminary Engineering - Swedish Immigrant Trail Connection to Center City	7,766	-	(3,583)	4,183
2023 ADD	Land Acquisition & Appraisal - Swedish Immigrant Trail Connection to Center City	25,513	-	(783)	24,730
2023 ADD	Ki Chi Saga Septic System	21,000	-	(2,196)	18,804
2023 ADD	Sunrise Prairie Regional Trail - seeding and fertilizing (not included in original bid)	70,000	-	-	70,000
2023 ADD	Planning Code Review	14,000	-	-	14,000
2023 ADD	HHW Cold Storage	281,000	-	-	281,000
		$ 1,316,084	**$ -**	**$ (211,178)**	**$ 1,104,906**

HEALTH AND HUMAN SERVICES

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0350 HHS	Public Health Payroll	**$ 8,190**	**$ (8,190)**	**$ -**	**$ -**

JAIL

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0348 JAIL	PPE	**$ 13,058**	**$ (13,058)**	**$ -**	**$ -**

LID

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0353 LID	Canoe, Motor and Batter - LID	**$ 2,132**	**$ (2,104)**	**$ -**	**$ 28**

MAINTENANCE

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0135 MNT	Repair elevator on 1973 side of Courthouse	$ 111,119	$ -	$ (44,448)	$ 66,671
ARPA-0333 MNT	Honeywell Phase II	729,577	(729,577)	-	-
ARPA-0343 MNT	HVAC Replacement - ECC	59,894	(59,894)	-	-
ARPA-0346 MNT	JACE Controller	29,600	(29,600)	-	-
ARPA-0351 MNT	Air Handler - ECC	6,859	(6,859)	-	-
2023 ADD	Concrete Repairs	54,300	-	-	54,300
		$ 991,349	**$ (825,930)**	**$ (44,448)**	**$ 120,971**

PUBLIC WORKS

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0338 PWKS	Harris Building Improvements - Phase I (Engineering/Architectural Fees)	$ 148,300	$ (9,230)	$ (139,070)	$ 0
2023 ADD	Harris Building Improvements - Phase II	900,000	-	(260,486)	639,514
		$ 1,048,300	**$ (9,230)**	**$ (399,556)**	**$ 639,514**

SHERIFF'S OFFICE

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0182 CCSO	Camera Work Station for Jail	$ 5,061	$ -	$ (5,492)	$ (431)
2023 ADD	Recruitment Program	55,000	-	-	55,000
2023 ADD	School Safety	40,000	-	-	40,000
		$ 100,061	**$ -**	**$ (5,492)**	**$ 94,569**
	TOTALS	**$ 10,989,807**	**$ (1,774,381)**	**$ (2,099,274)**	**$ 7,116,153**

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **16**
Title of Item for Consideration: TriMin – Landshark Credit Card Management	
Action Requested by: Karen Long, County Recorder	***Department:*** Recorder's Office
Previous Action on this Matter: None.	

Background: TriMin will implement the credit card integration with LandShark to enable end users to self-register for an account and purchase images in LandShark using their credit card with the Authorize.net gateway. TriMin will update Chisago County's software and make configuration changes to enable the integration with Authorize.net

On a monthly basis, TriMin will balance the credit card revenue and pay Chisago County revenue earned minus convenience fees, which will be paid by LandShark end users during their LandShark session. TriMin will provide reporting that outlines revenue earned in LandShark for the month and convenience fees collected.

For image purchases, TriMin will issue at $5.00 convenience fee for each credit card user session in LandShark, when a credit card transaction occurs. The fee will be charged once per user session in LandShark. For escrow replenishment, TriMin will issue a 5% convenience fee for each deposit made using a credit card in LandShark. These fees will be retained by TriMin and used to pay for the work and fees associated with managing the relationship with Authorize.net. Chisago County will be paid all LandShark revenue minus the convenience fees on a monthly basis.

Attachment(s):

- Credit Card Integration Statement of Work

Action Requested/Recommended: The County Board is respectfully requested to approve the TriMin – Landshark Credit Card Management Credit Card Integration Statement of Work agreement. The following motion is suggested:

"Move to approve the TriMin – Landshark Credit Card Management Credit Card Integration Statement of Work agreement."

Implications of Action: Board approval will allow

***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 CEB	Deny _____	Other _____

Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

July 25, 2023

Chisago County, MN
Credit Card Integration
Statement of Work

TriMin Requirements:

- TriMin will maintain a gateway and merchant account with Authorize.net.
- TriMin will implement the credit card integration with LandShark to enable end users to self-register for an account and purchase images in LandShark using their credit card with the Authorize.net gateway.
    - TriMin will update Chisago County's software and make configuration changes to enable the integration with Authorize.net
- On a monthly basis, TriMin will balance the credit card revenue and pay Chisago County revenue earned minus convenience fees, which will be paid by LandShark end users during their LandShark session.
- TriMin will provide reporting that outlines revenue earned in LandShark for the month and convenience fees collected.
- TriMin will issue refunds, when deemed necessary by the county.

Chisago County Requirements:

- Chisago County will provide end user support to LandShark customers and report issues with credit card usage to TriMin, if necessary.
- Chisago County will work with TriMin to maintain an SSL certificate for use by their LandShark server.
- Chisago County will work with TriMin to setup fees for credit card users

Assumptions

- Initially Chisago will offer credit card payment for downloading images in LandShark.
- In the future Chisago County may choose to offer escrow replenishment via credit card. However, this will not be offered until the new version of LandShark is implemented at Chisago County.

Fees

- For image purchases, TriMin will issue at $5.00 convenience fee for each credit card user session in LandShark, when a credit card transaction occurs. The fee will be charged once per user session in LandShark.
- For escrow replenishment, TriMin will issue a 5% convenience fee for each deposit made using a credit card in LandShark.
- These fees will be retained by TriMin and used to pay for the work and fees associated with managing the relationship with Authorize.net.
- Chisago County will be paid all LandShark revenue minus the convenience fees on a monthly basis.

Termination: Either party may, at any time, terminate this agreement, with at least one month of notice. Upon termination, TriMin will pay revenue that has been collected thus far, minus convenience fees.

Accepted and Agreed for
Chisago County:

Signed By:_____

Name:_____

Title: _____

Date: _____

Accepted and Agreed for
TriMin Systems, Inc:

Signed By:_____

Name: _____

Title: _____

Date: _____

Reviewed and Approved to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY
Jeffrey B. Fuge
_____
Jeffrey B. Fuge
Assistant County Attorney
October 31, 2023

TriMin Systems
2277 Highway 36 West
Suite 250
Roseville, MN 55113

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **17**
Title of Item for Consideration: 2024-2025 County MFIP Biennial Service Agreement	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services

Previous Action on this Matter: Approval of the MFIP Biennial Service Agreement for 2014-2015, 2016-2017, 2018-2019, 2020-2021 and 2022-2023.

Background: The Minnesota Family Investment Program (MFIP) requires counties to have a service agreement approved by the Minnesota Department of Human Services in order to receive consolidated funds.

- MFIP service assesses efforts toward the goal of individual economic security and stability for low income families.
- Provides the State of Minnesota Department of Human Services with assessment and summary needs, resources available, budgets related to allocated resources, community participation and review of service planning and development for this population.
- Approval by the County Board must accompany Department of Human Services approval for Chisago County to receive these funds. This will be $368,041.00 each of the next two years.
- Chisago County contracts with Central Minnesota Jobs & Training Services Incorporated for the provision of these services.

***Attachment(s)*:**

- 2024-2025 County MFIP Biennial Service Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2024-2025 County MFIP Biennial Service Agreement. The suggested motion is as follows:

"Move to Approve the 2024-2025 County MFIP Biennial Service Agreement."

***Implications of Action*:** Approval will authorize Health & Human Services to access funding from the state of Minnesota to provide economic stability services to income eligible citizens of Chisago County.

***Budget/Financial Implications*:** Funding from the state of Minnesota.

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 C EB	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

AGREEMENT TO PROVIDE MFIP/DWP SERVICES BETWEEN
CHISAGO COUNTY AND
CENTRAL MINNESOTA JOBS & TRAINING SERVICES, INC.
JANUARY 1, 2024 TO DECEMBER 31, 2024

CFDA # 93.558 - MFIP

AGREEMENT

This Agreement is made and entered into by and between **CHISAGO County,** hereinafter referred to as the "COUNTY", and

Central Minnesota Jobs & Training Services, Inc.

406 7th Street East, PO Box 720

Monticello, Minnesota 55362

Social Security or Federal Identification Number: 41-1484048
Minnesota State Tax Identification Number: 2073311,
hereinafter referred to as the "PROVIDER."

WITNESSETH:

WHEREAS, Funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized under Minnesota Family Investment Program (MFIP), The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, and Minnesota Statutes 256J.49-256J.78, and Diversionary Work Program (DWP)2003 Minnesota State Statutes 256J.95 Diversionary Work Program; DHS Bulletin 04-11-01 dated January 9, 2004 and Bulletin 04-69-05 dated April 12, 2004; and

WHEREAS, The PROVIDER represents itself to the COUNTY as qualified to perform the services herein agreed to, and

WHEREAS, The COUNTY is desirous of entering into an agreement with the PROVIDER for the provision of said services;

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. PROGRAM: The foregoing recitals are made part of this service agreement by reference. The PROVIDER shall implement the MFIP/DWP Plan, attached as Exhibit A, which is incorporated herein by reference as a part of this service agreement.

2. DUTIES AND PAYMENT: The PROVIDER is hereby authorized to expend funds for MFIP/DWP in accordance with the following:

a. The available funds listed herein coincide with the MFIP/DWP contract executed for Program Year 2024 (January 1, 2024 to December 31, 2024). The total amount for the MFIP/DWP program for this service agreement is the total allocated for the time period of January 1, 2024 to December 31, 2024. The available funds for this agreement shall not exceed $228,302.00 with no more than 7.5% of that amount being used for Administration, see Budget, Exhibit B.

b. Payment: The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred by the PROVIDER during the previous month. Such monthly invoices shall be due and payable at intervals specified on the invoice, except that the COUNTY shall not reimburse for any costs incurred which are not in accordance with the Budget attached hereto as Exhibit B and applicable federal, State and COUNTY regulations and policies.

c. Settlement: Payment of the actual cost of performing services under this service agreement will be determined as part of an annual settlement at completion of the service period set forth in section 3, below. Payments above (or below) actual costs will be settled to zero in accordance with applicable uniform grant guidance, federal and state laws and policies, and generally accepted accounting principles.

3. TERM OF AGREEMENT: This service agreement shall be effective on January 1, 2024 and shall remain in effect until December 31, 2024, or until all obligations set forth in this service agreement have been satisfactorily fulfilled, whichever occurs first. This agreement may, at the option of the parties hereto, be extended for an additional one-year term after the final termination date.

4. TERMINATION: If, at any time, funds in support of this service agreement become unavailable, this service agreement shall be terminated immediately upon a 30 calendar day written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

a. Termination for Convenience: Either party to this service agreement may request a termination for convenience. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.

b. Termination for Cause: The COUNTY shall terminate the service agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to

comply with any of the provisions contained in this service agreement. If the PROVIDER fails to perform in whole or in part under this service agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten-(10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the service agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the service agreement.

5. DISPUTES:

a. The PROVIDER agrees to attempt to resolve disputes arising from the service agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.

b. Any dispute concerning a question of fact arising under this service agreement which is not settled by informal means shall be decided by the COUNTY'S Health and Human Services Director or designee, who shall furnish the PROVIDER with a written decision.

c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this service agreement in accordance with the COUNTY'S initial decision.

d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this service agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. GRIEVANCE PROCEDURE: The PROVIDER will follow the grievance procedure established by the County and the Department of Human Services to resolve issues between the PROVIDER and the program participants.

7. RECORDS AND REPORTS: The PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs and activities of any nature supported by funds under this service agreement. Such records, including participant information, shall be maintained for six years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

The PROVIDER agrees that authorized representatives of the COUNTY, state and federal agencies will, during regular business hours and as often as such authorized representatives deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transactions relating to this service agreement.

The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six-year period, whichever is later.

8. LIABILITY:

a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this service agreement, a fidelity bond in an amount not less than $ 225,000, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY prior to the execution of this service agreement.

b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this service agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this service agreement.

c. Insurance: The PROVIDER further agrees that it will at all times during the term of this service agreement have and keep in force:

1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than $2,000,000 General Liability Insurance minimum limits are $500,000 per claimant, $1,500,000 per occurrence, $1,500,000 annual aggregate.

2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than $200,000 per accident for property damage, $200,000 for bodily injury and/or damages to any one person, and $200,000 for total bodily injuries and/or damages arising from any one accident. –OR- a Combined Single Limit $200,000 per occurrence. The PROVIDER does not transport customers at any time for any reason.

3. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the COUNTY.

4. Workers' Compensation Insurance, if applicable as required by state statute.

The PROVIDER will furnish the COUNTY certificates of bonding and insurance prior to the effective date of this service agreement.

The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.

In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. and/or automobile liability in c.2. above, then such legal expense shall be borne by the COUNTY.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDER'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732, et seq., and other applicable law.

The COUNTY'S liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This clause shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this service agreement.

9. INDEPENDENT CONTRACTOR That at all times and for all purposes hereunder, Provider shall be an independent Contractor and is not an employee of the COUNTY for any purpose. No statement contained in this Agreement shall be construed so as to find PROVIDER to be an employee of the COUNTY, and PROVIDER shall not be entitled to any of the rights, privileges, or benefits of employees of the COUNTY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

PROVIDER acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due PROVIDER and that it is PROVIDER'S sole obligation to comply with the applicable provisions of all federal and state tax laws;

PROVIDER shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

PROVIDER is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf;

10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable federal and state laws. In the event that these laws, regulations or policies are amended at any time during the term of this service agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.

a. Audits: The PROVIDER agrees to have an annual audit in accordance with uniform grant

guidance "Audits of Institutions of Higher Education and Other Non-Profit Organizations", as these circulars apply to the PROVIDER. The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report which specifies the amount of federal and state funds which comprise the total payments made to the PROVIDER. A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than 12 months after the end of the PROVIDER'S fiscal year.

b. Program Standards: The PROVIDER agrees to comply with uniform grant guidance, as those circulars relate to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

The PROVIDER also agrees to comply with the sections of the Code of Federal Regulations relevant to the program(s) covered under this service agreement, as well as all State Instructional Bulletins and policies, as amended. The COUNTY agrees to provide access to the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.

c. Non-Discrimination Statement: The PROVIDER will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on grounds of race, color or national origin, and applies to any program or activity receiving federal financial aid.

2. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex or national origin and applies to all employers, including state and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor which falls within one of these definitions would, of course, be covered by Title VII.

3. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally-funded programs.

4. The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination on the basis of age against persons 40 years of age and over.

5. The Equal Pay Act of 1963 amends the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.

6. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.

7. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.

8. The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

d. Affirmative Action: (If applicable) The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statues, Section 363A.36.

e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of that direct part of any facility, which is used for religious instructions or worship.

g. The PROVIDER agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.

h. The PROVIDER further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this service agreement.

i. The PROVIDER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations.

j. The PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

11. VOTER REGISTRATION: The PROVIDER shall provide non-partisan voter registration services and assistance; using forms provided by the Secretary of State, to employees of the PROVIDER, program participants and the public as required by Minnesota Statutes, Section 201.162 (1990).

12. ASSIGNMENT: The PROVIDER shall neither assign nor transfer any rights or obligations under this service agreement without prior written consent of the COUNTY. The provisions of this service agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this service agreement.

13. PREGRANT COSTS: Costs incurred from 30 days prior to the effective date of this service agreement, which were in anticipation of this award and specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this service agreement.

14. MODIFICATIONS: Any modifications to this service agreement shall be in writing and shall be executed by the same parties who executed the original service agreement, or their successors in office.

15. DEBARMENT AND SUSPENSION CERTIFICATION: (If applicable) The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found in Federal Register Vol. 53, No. 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

16. LOBBYING CERTIFICATION AND DISCLOSURE: (If applicable) The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent Rules that are adopted in place of the Interim Rule. The Interim Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121. Section 319 generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

17. MAINTENANCE OF EFFORT: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this service agreement will be continued and not reduced in any way as a result of this service agreement except for reductions unrelated to the provisions or purposes herein stated.

18. CONFLICT OF INTEREST: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this service agreement. Further, no person having such a conflicting interest shall be employed under this service agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.

19. CODE OF CONDUCT: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665, which states, in effect:

a. Whoever being an officer, director, agent, or employee of, or connected in any capacity with any agency receiving financial assistance under federal grants knowingly hires or enrolls an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a grant or contract of assistance shall be fined not more than $10,000 or imprisoned for not more than two years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed $100, such person shall be fined not more than $1000 or imprisoned not more than 1 year, or both.

b. Whoever, by threat or by procuring dismissal of any person from employment or refusal to employ or refusal to renew a contract of employment in connection with a grant or contract of assistance under federal grants, induces any persons to give up any money or thing of value to any person (including such COUNTY agency) shall be fined not more than $1000 or imprisoned not more than 1 year, or both.

c. Any person who willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the authorizing legislation of this service agreement or, the regulations thereunder, shall be punished by a fine of not more than $5000, or by imprisonment for not more than 1 year, or both.

20. GRANT CLOSE-OUT: No costs are to be incurred under this grant after (December 31, 2024) for MFIP/DWP. Within 90 days of the completion of the grant, the PROVIDER shall comply with all close-out or auditing procedures established by the COUNTY.

21. PROPERTY: All purchases of consumable supplies or materials, capital equipment and or services made pursuant to this service agreement shall be made by purchase order or by written contract.

All items of nonexpendable property acquired by the PROVIDER with funds awarded under this service agreement shall be considered capital equipment and shall be inventoried as property of the State. An item of property shall be considered capital equipment if it meets any or all of the following: (a) has a unit cost of not less than $5,000.00 or has a service life in excess of one year, regardless of cost; (b) is either complete within itself or is a major component of another item of property; (c) by definition cannot be described either as supplies or materials; (d) will not be consumed or lose its identity.

IN WITNESS WHEREOF, COUNTY and PROVIDER have signed this service agreement to be executed based on the County Board action:

FOR THE PROVIDER

SIGNATURE: Barbara Chaffee
TITLE: Central Minnesota Jobs and Training Services, Inc. Chief Executive Officer

DATE: 10/13/2023

SIGNATURE: Brian L O'Connell
TITLE: Central Minnesota Jobs and Training Services, Inc. WDB CHAIRPERSON

DATE: 10/13/2023

FOR THE COUNTY

SIGNATURE: _____
TITLE: CHISAGO COUNTY ATTORNEY

DATE: _____

SIGNATURE: _____
TITLE: CHAIR, CHISAGO COUNTY BOARD

DATE: _____

ATTEST

SIGNATURE: _____
TITLE: CHISAGO COUNTY FAMILY SERVICES DIRECTOR

DATE: _____

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **18**
Title of Item for Consideration: Central Minnesota Mental Health Center Detoxification Services Contract 2024	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: 2023 CMMHC Detoxification Contract	

Background: Chisago County Health & Human Services occasionally has the need to refer residents to a detoxification provider. Central Minnesota Mental Health Center (CMMHC) is a Rule 32 program provider. The following detoxification services are provided: Initial health assessment and medical services, detoxification surveillance and protection of client, evaluation of chemical dependency and psycho-social functioning, short-term counseling related to assessment of social and health problems and development of a treatment plan, and discharge planning, referral to appropriate treatment resources and follow up.

***Attachment(s)*:**

- Central Minnesota Mental Health Center Detoxification Services Contract 2024
- HIPPA Business Associate Agreement
- CMMHC Service Agreement – Exhibit A

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Central Minnesota Mental Health Center Detoxification Services contract 2024. The suggested motion is as follows:

"Move to approve the Central Minnesota Mental Health Center detoxification services contract 2024."

***Implications of Action*:** Approval of this contract will allow Chisago County Health & Human Services to refer Chisago County residents to the provider to get the help they require.

***Budget/Financial Implications*:** Budgeted levy dollars.

***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 C EB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
CENTRAL MINNESOTA MENTAL HEALTH CENTER AND CHISAGO COUNTY

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and Central Minnesota Mental Health Center, 411 3rd Street North, Waite Park, MN 56387, 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 and/or technical services, and

WHEREAS, County is in need of professional and/or technical services, specifically detoxification services for residents of Chisago County and/or persons found in Chisago County who are referred to the CONTRACTOR for Rule 32 Program services; and,

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on January 1, 2024 **or upon the date the final required signature is obtained by County, whichever occurs later,** and shall remain in effect until through 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. **PARTIES DUTIES**. The PARTIES will:

A. COUNTY DUTIES: The COUNTY agrees to make referrals to CONTRACTOR consistent with the CONTRACTORS's policies and procedures
B. CONTRACTOR DUTIES: The CONTRACTOR's duties shall include detoxification services as set forth in the Attached EXHIBIT A, which is incorporated as if repeated here in its entirety
C. The terms and conditions of the October 23, 2023 Contract Renewal letter and the Service Agreement, by the CONTRACTOR, dated October 23, 2023 and signed by the CONTRACTOR's Executive Director on TBD, are adopted and incorporated as if stated in full here in. To the extent there are conflicts between the terms of this agreement and those referenced documents, the terms set forth herein shall control.

III. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by County as set forth in the Attached EXHIBIT A.

B. Terms of Payment.

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

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

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

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

Name:	Robert Benson, Director Chisago County Health and Human Services
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5664
E-Mail:	Robert.benson@chisagocounty.us
Fax:	(651)213-5685

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

Name:	Jessica Brandon, Executive Director
Address:	411 3rd Street North Wait park, MN 56387
Telephone:	(320)230-0611
E-Mail:	
Fax:	

V. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.

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

D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract.

If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

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

VIII. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. Specifically, the Parties shall comply with all regulations governing data collected, created, received, or retained including the retention, maintenance and destruction of data, per 45 C.F.R. §155.1210. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

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

X. **INSURANCE**.

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

or responsibility.

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

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

C. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.

D. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing clinical supervision under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.

E. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) providing clinical supervision under this Contract. A minimum liability amount of $1,500,000.00 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned. Contractor agrees to include County as an additional insured.

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

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

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

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

By means of this contract and for purposes of exchange of data to facilitate the program(s), the Contractor is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used, or disseminated by the County and personnel of the Health and Human Services Department, or collected, maintained, used, or disseminated by the Contractor may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2(a)(4) – (7).

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

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

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

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

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

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

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

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

XV. **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.

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

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

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

APPROVED:

1. **CONTRACTOR: Central Minnesota Mental Health Center**
   CONTRACTOR certifies that the appropriate person(s) having authority to legally bind the CONTRACTOR have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

Signed:
Title: Dr. Richard Lee, Executive Director
Date:

2. **COUNTY OF CHISAGO:**
   APPROVED

Signed:
Title: Ben Montzka Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

Signed:
Title: Robert Benson Health and Human Service Director
Date:

Reviewed as to Form:

Signed:
Title: Janet Reiter Chisago County Attorney
Date:

HIPAA
BUSINESS ASSOCIATE AGREEMENT

This HIPAA BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into effective 1/1/2024, by and between **Central Minnesota Health Center ("Business Associate"),** and Chisago County **("Covered Entity").**

Recitals

Covered Entity is subject to the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA").

On February 17, 2009 the U.S. Congress enacted the Health Information Technology for Economic and Clinical Health ("HITECH") Act, part of the American Recovery and Reinvestment Act of 2009, which extended almost full compliance responsibility for many of the HIPAA privacy and security rules directly to the business associates of covered entities.

Covered Entity and Business Associate have entered into a business/professional relationship pursuant to which Covered Entity may provide Business Associate with protected health information as defined in HIPAA ("Protected Health Information" or "PHI").

HIPAA requires Covered Entity and Business Associate to enter into a contract with respect to Business Associate's handling of the Protected Health Information.

IN CONSIDERATION OF THE INFORMATION PROVIDED ABOVE, and the mutual promises made herein, the parties agree as follows:

1. **Identification of Existing Agreement(s) Between the Parties.** Covered Entity and Business Associate each acknowledge and agree that they are parties to the following agreement(s):

    a. Name and Date of *Existing Agreements* between the parties (other than this Agreement and prior HIPAA Business Associate Agreements, if any)

    b. Specify services contracted for in the Services Agreements Listed above:

2. **Amendment of Services Agreements; Termination of Prior HIPAA Business Associate Agreements.**

    a. *Amendment of Services Agreements.* All Services Agreements are incorporated herein by reference and are hereby amended by this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

    b. *Termination of Prior HIPAA Business Associate Agreement(s).* The parties agree that this Agreement supersedes and replaces all prior HIPAA Business Associate Agreement(s), if any.

3. **Definitions.** Unless otherwise provided in this Agreement, terms used and not otherwise defined will have the same meaning as set forth in HIPAA.

4. **HIPAA Security Rules Applicable Directly to Business Associate.**

   a. *Subpart C of 45 CFR 164.* The following sections from Subpart C – Security Standards for the Protection of Electronic Protected Health Information set forth in Title 45, Code of Federal Regulations, shall apply to Business Associate in the same manner that such sections apply to Covered Entity

      (i) Section 164.308 - Administrative Safeguards,

      (ii) Section 164.310 - Physical Safeguards,

      (iii) Section 164.312 - Technical Safeguards, and

      (iv) Section 164.316 - Policies and Procedures and Documentation Requirements.

   b. *HITECH Security Provisions.* The additional requirements of Title XXX of the HITECH Act contained in Public Law 111-005 that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are incorporated into this Agreement by reference.

5. Uses and Disclosures of Information.

a. *Permitted Uses and Disclosures* – The parties hereby agree that Business Associate shall be permitted to use and/or disclose the Protected Health Information provided or made available from Covered Entity only to fulfill duties and obligations under the Services Agreements, this Agreement or as required by state or federal law.

b. *Limits on Use and Disclosure* – Business Associate hereby agrees that it shall be prohibited from using or disclosing the Protected Health Information provided or made available by Covered Entity for any purpose other than as expressly permitted or required by the Services Agreements, this Agreement, HIPAA or applicable state and federal laws. Business Associate will not use and/or disclose PHI received from the Covered Entity in any manner that would violate the HIPAA privacy and security rules.

c. *Disclosures to Subcontractors or Agents* – Business Associate will ensure that any subcontractors or agents, to whom it provides PHI received from, or created on behalf of, Covered Entity, enter into an agreement imposing upon such subcontractor or agents the same duties and obligations contained herein with regard to such information. This assurance shall be obtained prior to the release of any PHI to a subcontractor or agent.

d. *Minimum Necessary* – The parties hereby agree that only the minimum necessary PHI will be used or disclosed in performing the activities allowed under the Services Agreements or this Agreement.

e. *Additional Privacy Requirements of HITECH Act Applicable to Business Associate.* Business Associate acknowledges that the additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-005 that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are incorporated into this Agreement by reference.

f. *Civil and Criminal Penalties.* Business Associate acknowledges and understands that it may now be subject to civil and criminal enforcement penalties for violations of HIPAA and HIPAA regulations.

6. Security for Protected Health Information.

a. *Safeguarding PHI Even After Termination of Agreement.* Business Associate warrants that it has implemented safeguards, including without limitation, administrative, physical and technical safeguards, to ensure the PHI disclosed by Covered Entity to Business Associate is not used or disclosed by Business Associate except as provided in this Agreement. It shall be the responsibility of Business Associate to continue to maintain necessary safeguards for as long as Business Associate is in possession of PHI disclosed from Covered Entity regardless of whether the Services Agreements and/or this Agreement have been terminated.

b. *Encrypted PHI.* Business Associate shall promptly notify Covered Entity at the time, if ever, it safeguards the PHI disclosed by Covered Entity to Business Associate by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and (a) is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and (b) that otherwise is in compliance with the HITECH Act and HIPAA. PHI safeguarded by the technology described in the immediately preceding sentence shall be referred to as "Encrypted PHI.".

c. *Encryption Key(s).* If Business Associate stores or maintains PHI as Encrypted PHI or in another encrypted format, Business Associate shall, upon Covered Entity's request, provide Covered Entity with the key (s) to decrypt such information as promptly as possible.

d. *Unencrypted PHI.* Business Associate acknowledges and understands that if it safeguards the PHI disclosed to it by Covered Entity in a manner that is

considered "unsecured protected health information" as defined by HIPAA, then Covered Entity has heightened disclosure obligations to an individual in the event the unsecured PHI is "breached" as defined by HIPAA.

e. *Notification of Material Changes in Security Safeguards.* Business Associate shall promptly notify Covered Entity of any material change to any aspect of its security safeguards. Notwithstanding any other provisions of any Services Agreements to the contrary, Covered Entity may terminate the Services Agreements without penalty if it determines that any such changes in the Business Associate's security procedures render any or all of Business Associate's safeguards unsatisfactory to the Covered Entity.

7. Reporting of Unauthorized Use or Disclosure.

a. *Duty to Immediately Report Unauthorized Disclosures of Unsecured PHI.* Business Associate shall immediately report in writing (the "Report") to the HIPAA Information Security Officer of Covered Entity any actual or possible acquisition, access, use, or disclosure of unsecured Protected Health Information in a manner not permitted by the HIPAA privacy rules and this Agreement ("Unauthorized Disclosure") when Business Associate becomes aware of such Unauthorized Disclosure of unsecured PHI.

b. *Business Associate Deemed to Have Knowledge.* Business Associate acknowledges and understands that Business Associate shall be deemed to have knowledge of an Unauthorized Disclosure of unsecured PHI when any person, other than the person committing the Unauthorized Disclosure, who is an employee, officer or other agent of the Business Associate knew, or by exercising reasonable diligence would have known, of the Unauthorized Disclosure of unsecured PHI.

c. *Breach Notification Rules.* Business Associate acknowledges and understands that the prompt reporting of Unauthorized Disclosures of unsecured PHI to Covered Entity is critical because Covered Entity usually has only 60 days from the date of an Unauthorized Disclosure to notify the affected individual(s) of such Unauthorized Disclosure if Covered Entity determines such Unauthorized Disclosure meets the definition of "breach" under the HIPAA privacy rules.

d. *Training and Policies re Unauthorized Disclosures.* Business Associate agrees to train its employees and implement policies to encourage prompt notification of any actual or possible Unauthorized Disclosures of unsecured PHI if Business Associate does not maintain all of its PHI as Encrypted PHI.

e. *Content of Report.* The Report shall describe the circumstances surrounding the actual or possible Unauthorized Disclosure of unsecured PHI, The Report shall also include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the Unauthorized Disclosure. The Report shall include any other available information that

Covered Entity would be required to include in a notification to the affected individual under 45 CFR 164.404(c) of HIPAA if Covered Entity determines such notification is necessary.

f. *Report of Disclosure of Encrypted PHI.* Business Associate shall report to Covered Entity within ten (10) days any acquisition, access, use or disclosure of Encrypted PHI of which Business Associate becomes aware that is not provided for or permitted in this Agreement. Such report shall be in writing, describe the circumstances of such disclosure and identify the affected individual(s).

g. *Inspections*. Business Associate shall permit Covered Entity to investigate any Unauthorized Disclosure of unsecured PHI or unauthorized acquisition, access, use or disclosure of Encrypted PHI. Such investigation may include examining Business Associate's premises, records relating to such PHI, procedures and practices.

8. Reports to Covered Entity.

a. *Full PHI Disclosure Report.* Business Associate will report to Covered Entity, within ten (10) business days of a request by Covered Entity, all disclosures of PHI to a third party. The report will be in accordance with the Accounting of Disclosures requirements under the HIPAA privacy rules which will eventually include an electronic accounting history of all disclosures of any Pill Business Associate maintains or uses in an electronic record format.

b. *Individual PHI Disclosure.* Business Associate will make records available to Covered Entity or, as directed by Covered Entity to an individual, within ten (10) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, as such term is defined in the HIPAA Privacy Rule. Notwithstanding the foregoing ten (10) day time period, if Covered Entity requests records in connection with its investigation of an actual or possible Unauthorized Disclosure of unsecured PHI, Business Associate agrees to provide such records as promptly as possible following the request.

c. *Amendments of PHI* Business Associate will, within ten (10) business days of receipt of a request from Covered Entity, incorporate any requested amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set. Business Associate agrees to make any amendments, within ten (10) days of receiving a written request from Covered Entity, to the PHI in a Designated Record Set in response to a request made by an Individual.

d. *Individual Requests Made Directly to Business Associate.* In the event that a request for access, amendment, accounting of disclosures, or restriction on use and disclosure of PHI is made by an individual directly to Business Associate, Business Associate shall, within ten (10) business days, forward such request to Covered Entity. Business Associate shall thereafter respond directly to the individual and implement the individual's request in accordance with the HIPAA privacy and security rules. Within three (3) business days of providing a response to the individual, Business Associate shall inform Covered Entity of how Business Entity responded to the individual's request.

9. **Audits, Inspection and Enforcement.**
   a. *Right of Inspection.* Upon reasonable notice, Covered Entity may inspect the facilities, systems, books and records of Business Associate relating to the use and disclosure of PHI received from Covered Entity to monitor compliance with this Agreement. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement.
   b. *Duty to Remedy.* Business Associate shall promptly remedy any violation of any term of this Agreement and shall certify the same to Covered Entity in writing.
   c. *Duty to Mitigate.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
   d. *Duty to Cooperate.* Business Associate agrees to cooperate with Covered Entity in mitigating any harmful effect that is known to exist as a result of an Unauthorized Disclosure of unsecured PHI by Business Associate or any other unauthorized acquisition, use, access, or disclosure of Encrypted PHI.
   e. *DHHS Inspection Rights.* Business Associate will make its internal practices, books and records relating to the use and disclosure of Protect Health Information available to the DHHS or its agents for the purposes of enforcing the provisions of this Agreement and HIPAA. Business Associate will notify Covered Entity immediately upon receipt of any inquiry or request by DHHS or any of its agents. Business Associate will provide a copy to Covered Entity of any materials supplied to or received by DUBS or its agents.
   f. *Violation of This Agreement May Result in Termination of Services Agreement.* Covered Entity may terminate any Services Agreement without penalty if Business Associate violates this Agreement or any provision hereof, irrespective of whether or how promptly, Business Associate may remedy such violation after being notified. In case of such termination, Covered Entity shall not be liable for the payment for any services performed by Business Associate after the effective date of the termination. If termination is not feasible, Covered Entity reserves the right to report any violations to the Secretary of DHHS.

10. Termination of Agreement.

a. *Termination Tied to Termination of Services Agreement.* This Agreement will automatically terminate without further action of the parties upon the termination or expiration of all the Services Agreements. Additionally, any violations of the terms of this Agreement may result in early termination under Section 9(f) or this Agreement may be terminated as provided under Section 6(e).

b. *Return or Destruction of PHI.* Except as provided in Section 10 (c), at the termination of the Agreement, Business Associate shall return or destroy all Protected Health Information received from, created, or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and shall retain no copies in any format. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate and Business Associate shall so notify its subcontractors or agents of these obligations. Business Associate and its subcontractors or agents shall retain no copies of the PHI.

c. *Extension of Safeguards of this Agreement if PHI Not Destroyed.* If return or destruction of the Protected Health Information is determined not feasible, Business Associate agrees to extend the protections of this Agreement for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure. Business Associate shall notify Covered Entity in writing of this determination and specify the reasons why return or destruction is not possible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate and Business Associate shall so notify its subcontractors or agents of these obligations. Business Associate and its subcontractors or agents shall retain no copies of the PHI without complying with this provision.

d. *Certification of Destruction.* If Business Associate elects to destroy the Protected Health Information, it shall certify to Covered Entity in writing that the Health Information has been destroyed. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate and Business Associate shall obtain such written certification from its subcontractors and agents and provide same to Covered Entity.

11. **Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with the HIPAA privacy and security rules. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with and is consistent with HIPAA privacy and security rules.

12. **Compliance with Changes in the Law; Annual Guidance.** The Parties agree to amend this Agreement and the Services Agreements to the extent necessary to comply with state and federal laws, including but not limited to HIPAA, as such laws may be amended from time to time. Both Covered Entity and Business Associate agree, at their own cost and effort, to monitor the annual guidance issued by the DHHS Secretary regarding the most effective and appropriate technical safeguards for carrying out their security obligations hereunder and,

when reasonable and practical under the circumstances, to comply with such guidance.

13. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties, and their respective successors and assigns, any rights, remedies, obligations, or liabilities whatsoever.

14. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

15. **Nature of Agreement.** Nothing in this Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that their relationship shall be that of independent contractors,

16. **Entire Agreement.** This Agreement constitutes the entire agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supercedes all prior representations or agreements, whether oral or written, with respect to such matters.

17. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invaliding the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

18. **Notices.** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing, and shall be effective upon receipt. Such notice may be made by personal delivery, by facsimile with return facsimile acknowledging receipt, by overnight delivery service with proof of delivery, or by certified or registered United States mail, return receipt requested. All such communications shall be sent to the known addresses of the other party. Neither party shall refuse delivery of any notice hereunder. Notification may also be by email, with confirmation by any of the methods noted above.

19. **Headings.** The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date

ATTACHMENT A

cmmhc
Central Minnesota Mental Health Center
Together, Creating a Healthier Life

Date: 10-23-2023

To: Chisago County

From: Central Minnesota Mental Health Center

Subject: 2024 Detoxification Services (Detox) Service Rates

Attached please find a contract for Detox services provided by Central Minnesota Mental Health Center (CMMHC) for 2024.

The contract specifies the terms and conditions of providing detoxification services for your county. Note that our rates have increased from the prior year. The rate for Counties that sign a contract with CMMHC will increase to $1,000 per day per client.

Past rate increases have not kept up with the rising costs of providing these services. The increase in the rate is necessary to decrease CMMHC's significant financial losses in the Program.

Please return the attached the attached contract by (Date). If the contract is not received by this date, your County will be charged the Non-Contract rate beginning January 1, 2024.

Thank you.

Mark Douvier
Chief Financial Officer
Central Minnesota Mental Health Center

cmmhc
Central Minnesota Mental Health Center
Together, Creating a Healthier Life

This service agreement is for the period of January 1, 2024, through December 31, 2024.

Central Minnesota Mental Health Center agrees to accept appropriate referral from Chisago County for the purpose of providing the following detoxification services:

1. Initial health assessment and, if needed, provision of medical services either on-site or by transfer to the appropriate medical facility.
2. Medical withdrawal surveillance and protection of client.
3. Screening of substance use disorder, comprehensive assessment and summary, stabilization planning.
4. Stabilization services including counseling sessions, peer recovery support services, patient education, individual advocacy, and case management services
5. Care Coordination, referral to appropriate treatment resources, self-help groups, and follow up.

Chisago County shall reimburse Central Minnesota Mental Health Center at a daily rate of $1,000 per client, plus charges for necessary and agreed upon medical care not included as part of the regular program and less third-party payments received.

Chisago County agrees to pay for detoxification service when a person who is a legal resident of Chisago County and who meets admission criteria presents voluntarily for detoxification services.

No contract rate

If Chisago County does not have a signed agreement with CMMHC to provide Detox services, Chisago agrees to pay $1,200 plus charges for necessary and agreed upon medical care not included as part of the regular program and less third-party payments received.

Rates for Commitment Holds: It has been determined that by definition of a civil commitment, an individual is determined by a court of law to be a risk to themselves or others, therefore, demands and protocol above and beyond those necessary for detoxification services are warranted. These additional responsibilities are offset by a commitment hold rate of $1,500/day, for every day after the 72-hour maximum detoxification stay.

Approved as to Form and Execution:

_____ _____
Date Chisago County Director Signature

_____ _____
Date Jessica Brandon – Chief Executive Officer

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **19**
Title of Item for Consideration: PH-Doc Board Ratification and PH-Doc Executed Contract	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approval of PH DOC MAINT SUPPORT AGRMT 2020.	

Background: The Public Health uses the PH-Doc as the HER, used for patients record keeping and data exchange between the state and other partners as mandated and authorized by our clients' receiving services. Maintenance, software support, and upkeep will be required so that the PH-Doc system can function at a most optimal level.

***Attachment(s)*:**

- PH-Doc Board Ratification
- PH-Doc Final Executed Contract *(available with Clerk of the Board)*

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the PH-Doc Board Ratification and PH-Doc Executed Contract. The suggested motion is as follows:

"Move to approve the PH-Doc Board Ratification and PH-Doc Executed Contract."

***Implications of Action*:** Approval will allow Chisago County Public Health Department enhance their operational deliver of programs and improve outcomes for those receiving services.

***Budget/Financial Implications*:** Budgeted levy dollars.

***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 C EB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

BOARD RATIFICATION STATEMENT

The Board of CHISAGO COUNTY has ratified the PH-DOC MAINTENANCE AND SUPPORT AGREEMENT between Avenu Insights & Analytics, LLC and the Minnesota Counties Computer Cooperative (MnCCC) on behalf of the Community Health Services (CHS) User Group for the maintenance and support of the PH-Doc Software. The Agreement will be effective January 1, 2024 through December 31, 2026 with up to two automatic additional one-year extensions unless the CHS User Group votes not to extend the contract and requires MnCCC to provide at least one-year notice to Avenu. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this project.

Signed:_____
Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **20**
Title of Item for Consideration: Purchase of Service Agreement with Resource Training and Solutions	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: Purchase agreement January 2022 – December 2023	

Background: Resource and Training Solutions provides guardianship/conservatorship services to eligible clients who require assistance with decision making that is in the individual's best interest. These services will aide in the prevention of abuse, exploitation, or self-neglect by advocating for the individual in regard to decisions regarding where to reside, personal, medical and financial affairs. Be advised guardian/conservators are expected to be utilized in unique situations whereby case management service, care teams, or supportive others are not available, and there is a service outcome desired. In many cases the Department expects to enact a collection action concurrent to the purchase of guardian /conservator services on behalf of the data subject. This contract is for casework originating in the Health and Human Services Department only.

***Attachment(s)*:**

- Purchase of Service Agreement between Resource and Training solutions and Chisago County through December 31st 2025

Action Requested/Recommended: The County Board is respectfully requested to approve the Purchase of Service Agreement between Resource and Training Solutions and Chisago County. The following motion is suggested:

"Move to approve the Purchase of Service Agreement between Resource and Training solutions and Chisago County."

Implications of Action: Approval will allow Chisago County Health & Human Services to obtain guardianship/conservatorship services for eligible clients from Resource and Training Solutions.

***Budget/Financial Implications*:** Budgeted, levy dollars

***Legal/Policy Implications*:** The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.

Administrator's Recommendation

Approve C EB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

PURCHASE OF SERVICES AGREEMENT

This Purchase of Services Agreement (hereinafter "Agreement") is entered into this 1st day of January, 20 24 ("Effective Date"), by and between the County of Chisago, through its Health and Human Services Department, located at 313 N Main ST RM 230, Center City MN, 55012 ("County") and Resource Training and Solutions, a Minnesota Cooperative located at 137 23rd Street South, Suite #201, Sartell, Minnesota, 56377 ("Provider").

RECITALS

WHEREAS, the County has identified persons who may be candidates for private guardianship or conservatorship; and

WHEREAS, the Provider is willing and able to provide guardianship services and conservatorship services to vulnerable adults in accordance with Minnesota law; and

WHEREAS, Minnesota law allows counties to hire third parties for the performance of such services and for the reimbursement of such services; and

WHEREAS, pursuant to Minnesota law the County wished to purchase such services from Provider.

NOW, THEREFORE, in consideration of the covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Services. Provider agrees to perform the "Services" as set forth in Exhibit A, which is attached hereto and incorporated herein, upon behalf of the County, during the Term (as defined below) of this Agreement.

2. Cost and Delivery of Services. The County shall pay to Provider Two Hundred Thirty-Five Dollars and Forty-Five cents ($235.45) per month per client for whom Services are performed hereunder during the first year (2024) of the Term with an inflationary increase of the greater of 2.5% or annual CPI for calendar years. In addition, the County shall reimburse Provider for all reasonable costs incurred in providing the Services, including but not limited to mileage reimbursement.
   Provider shall provide the Services in the community or home of the client, at the Provider's office, or in a secure virtual setting, as is necessary.
   In the event the client is in need of additional care that is not part of the Services, then in such event Provider and County shall work together in good faith to determine what that additional care is needed and the compensation owed to Provider for performing such additional care.

1. Term. The term of this Agreement shall be from January 1, 20 24 through December 31, 20 25 ("Term"). Either party may terminate this Agreement as set forth herein. Any termination prior to the end of the Term shall not relieve the County from paying to the Provider all monies due and owing under this Agreement.

2. Payment for Services Provided. The Provider shall invoice the County for the Services provided hereunder, and the County shall pay unto the Provider the amounts invoiced no later than Thirty (30) days after receipt of said invoice.

3. Eligibility of Clients for Services. The County shall be wholly responsible for determining the eligibility of Services for any client hereunder. The County shall then notify the Provider of any client that is eligible for Services.

4. Records. Provider shall keep and maintain all reasonably necessary records and documentation to perform the Services hereunder. This includes, but is not limited to, maintaining all records as may be required by the Minnesota Department of Human Services or any other proper regulating authority.

   Additionally, Provider agrees to comply with any relevant and legally binding monitoring requirements of the Minnesota Department of Human Services or any other proper regulating authority. Provider agrees to reasonably work with the County in ensuring compliance with these provisions.

5. Licenses; Standards. Provider shall ensure that all of its employees performing Services under this Agreement shall have the requisite professional and personal credentials, including possessing a valid driver's license. Provider shall reasonably conduct background checks and other similar research to ensure than none of the employees performing Services under this Agreement are doing so in violation of any state or federal law.

6. Safekeeping of Client Information. Provider acknowledges that in the performance of the Services hereunder, Provider shall be provided with or otherwise obtain information or data regarding each client that may include sensitive medical, financial, or other similar information. Provider agrees to treat such information and data as confidential, and agrees to comply with any state or federal law regarding the handling of such information.

7. Conflict of Interest. Provider agrees that it shall not contract for or otherwise perform any work or provide any services to any individual, business, partnership, corporation, limited liability company, government, government unit, or any other entity or person that would create a conflict of interest in the performance of the Services under this Agreement.

8. Compliance with State and Federal Law. In addition to what is set forth otherwise in this Agreement, both parties agree to comply with any and all state and federal laws in the performance of this Agreement, including but not limited to Title VII of the Civil Rights

Act of 1964, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Minnesota Human Rights Act, the United States Constitution, the Minnesota Constitution, Minnesota common law, relevant federal common law, and all other applicable state, county and local ordinances, statutes and regulations, as applicable.

9. Insurance. Provider shall procure and maintain reasonably adequate insurance policies for the performance of Services as set forth herein.

10. Miscellaneous.

    a. Modification. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties. No modification of this Agreement shall be effective unless set forth in writing and executed by the parties.

    b. Severability. The unenforceability or invalidity of any provision of this Agreement shall not render any other provision contained herein unenforceable or invalid.

    c. Termination. This Agreement may be terminated by either party in the event of a material breach of this Agreement by the other party that remains uncured Thirty (30) or more days after written notice of the material breach from the non-breaching party to the breaching party.

    d. Governing Law / Choice of Forum. This Agreement shall be governed by the laws of the State of Minnesota, and the parties further agree that in the event any action is brought against one party by the other party, such action must be brought in the county court where the Provider is headquartered.

    e. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a complete executed Agreement. Facsimile, scanned PDF or other electronic signatures shall be sufficient for all purposes herein.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Chisago COUNTY

By: _____
Its: _____

RESOURCE TRAINING AND SOLUTIONS

By: _____
Its: _____

Exhibit A

"Services," as defined in the Agreement, shall include the following:

- The Provider shall fulfill all court related guardianship and/or conservatorship responsibilities and provide all required legal notices to the court and individual for whom they are providing services, including but not limited to: the annual well-being report (guardianship) or annual account of assets (conservatorship) for each client it serves and file it with the court.
- Provider shall conduct "face to face" contact with each client at least every 6 months.
- Provider shall communicate with each client via telephone or electronic communication at least monthly.
- Provider shall return all calls or emails from each client promptly.
- Provider shall assist client to attain needed services to enhance their well-being and life circumstance, including but not limited to securing sale permanent housing, ensure finances are appropriately monitored, ensuring medial needs are addressed, ensuring personal needs are met, and the like.
- Provider shall have a plan in place to respond to emergency needs of the client, such as urgent medical appointments or hospitalizations.
- Provider shall coordinate Limited English Proficiency (LEP) and sign language interpreter services as needed to ensure quality communication.
- Provider shall assist client with timely completion of benefit renewal paperwork.
- Provider shall attend county assessments (MnCHOICES, etc.).
- Provider shall attend team meetings and service planning meetings.
- Provider shall attend all civil and probate court hearings.
- Provider shall provide all required reports and documentation to the Court, including but not limited to all required guardianship and/or conservatorship documents.
- Provider shall reasonably ensure guardianship and conservatorship services will improve the overall quality of life for clients and encourage clients to exercise all rights that are not restricted by court order.
- Provider shall accept referrals from the County up to maximum capacity unless the Provider and the County reasonably agree it would be detrimental for the person being provided services.
- Provider shall document all client contacts in the client's case file.
- Provider shall review its client roster at least once per quarter to determine if a client is eligible for restoration.
- Provider shall work on a plan for restoration for a client who is eligible.
- Provider shall accurately and timely report all vulnerable adult and child protection concerns.
- Provider shall report the death of an individual served to the State Ombudsman.
- Provider shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.
- Provider shall utilize interpreter services anytime they work with an individual who has demonstrated the need for such services to ensure informed consent and ethical information sharing is maintained.

- Provider shall, unless otherwise specified, secure all fees, charges, duties, certifications, and other requirements necessary for the execution and completion of this Agreement.
- Provider shall have policies and procedures for quality assurance, monitoring, and audit processes in place and be willing and available to respond to any compliance request made by the County.

The Provider must petition the Court and receipt Court approval for any changes to services to a new provider as well as temporary delegation of guardianship power to another guardian during leaves of absence. The Provider agrees to communicate all petitions for changes in status to the County. If the status change is approved, the Provider must ensure new provider has access to all client information and accounts. The Provider will assure that services rendered hereunder are provided in compliance with all state and federal laws pertaining to the provision of guardianship and/or conservatorship services including but not limited to MN Statute 524.5-101 to 524.5-502, MN Statute 626.557, and MN Statute 245.94 Subd. 2 Office of the Ombudsman for Menta Health, Mandatory Reporting.

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **21**
Title of Item for Consideration: MFIP & DWP Program Provider Agreement with Central Minnesota Jobs & Training Services (CMJTS)	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services

Previous Action on this Matter: Approval of MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County dated 1/1/2023 through 12/31/2023.

Background: County agencies are required by MN Statute 256D.051 to provide to Supplemental Nutrition Assistance Program (SNAP) recipients an employment and training program. This Statute also requires agencies to prepare an annual plan for the operation of the SNAP Employment & Training Program and submit it to the Commissioner of the Department of Employment and Economic Development (DEED). Chisago County, through its Health & Human Services Department, contracts with Central Minnesota Jobs & Training Services (CMJTS) to provide this program.

***Attachment(s)*:**

- MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County 2024
- Exhibit A: Work Plan
- Exhibit B: Budget Plan

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County. The suggested motion is as follows:

"Move to approve the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County."

***Implications of Action*:** Approval of the SNAP Local Area Plan allows Chisago County to submit a request to the MN Department of Employment and Economic Development for funding for administering the SNAP employment and training program in Chisago County. Approval of the MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) and Chisago County will allow continued provision of employment services to eligible Chisago County residents.

***Budget/Financial Implications*:** Funded with state grant dollars.

***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 CEB	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Exhibit A

CHISAGO COUNTY

2024 Work Plan for

MINNESOTA FAMILY INVESTMENT PROGRAM

And

DIVERSIONARY WORK PROGRAM

Central Minnesota Jobs and Training Services, Inc. (CMJTS), the employment services provider (ESP) shall provide the administration and delivery of the MFIP and DWP employment and training programs. Exhibit A contains a description of the specific programs, activities, and services provided by the ESP.

Minnesota Family Investment Program and Diversionary Work Program (MFIP/DWP): The ESP shall provide the services pursuant to Minnesota Statutes 256J.49-256J.78 and any amendments. The ESP will provide all program requirements within the legal requirements. Following are the specific activities as in the County **Biennial Service Agreement** Minnesota Family Investment Program for January 1, 2024, to December 31, 2025.

I. Program approach

Program services are delivered on the premise that parents have a responsibility to support themselves and their children. CMJTS promotes a strengths-based, family-centered approach to service delivery in helping participants identify employment strengths and challenges to employment. Challenges are addressed in collaboration with community partners and referral to resources are provided to help the participant overcome the challenges that may interfere in getting and maintaining gainful employment.

The CMJTS employment specialist (ES) monitors participation in MFIP/DWP activities and continually assesses for additional barriers, while simultaneously focusing on growing the participant's strengths. The ES emphasizes the participant's transferrable employment and life skills that have served them well in other areas of their lives.

The requirement for weekly contacts and intensive services for participants helps to identify family challenges quickly so they can receive appropriate services.

II. Program Services

The following activities will be offered to participants in the ESP's provision of services. Not all participants will receive all services.

A. Paid Employment Activities

Employment specialists (ES) deliver work-focused services to clients designed to encourage them to seek and gain employment. Various supports are provided, allowing participants to go to work, including medical assistance, childcare, and financial assistance for expenses related to transportation or housing. In addition, ES aims to lessen the length of time families receive public assistance by encouraging participants to look for employment or other means of income to self-sufficiency. To that end, CMJTS ES promotes paid employment activities as a critical element of programming. These activities include:

- Unsubsidized employment
- Subsidized private-sector employment
- Subsidized public-sector employment
- Self-employment
- On-the-job training

For unsubsidized, subsidized, private-sector, and public-sector employment, the participant's employer provides daily supervision, and the ES monitors participation. Compliance with program expectations is observed through copies of pay stubs, timecards, or other statements of work hours provided by the participant. In addition, the ES enters the work hours in the case file, and the financial worker tracks work hours in MAXIS, verifying that each participant is engaged in the required number of weekly hours of activity. ES has access to MAXIS view, which is permitted and governed by DHS. (See MAXIS contract for detailed information on ES access to MAXIS.)

CMJTS offers entrepreneurial training, business consulting, and technical assistance to individuals seeking to start or grow a business in Minnesota using various resources and referrals. The ES refers individuals to their local Small Business Development Center for consultation and training assistance. Or they may be encouraged to connect with community-based organizations that serve entrepreneurs and business owners such as Women Venture and Initiative Foundations or to CareerForce Centers for research and business plan development resources. Participants interested in self-employment must develop a business plan to allow self-employment activities to count for weekly participation hours. The business plan must include a timetable with earning's goals that will result in exiting MFIP. The ES and the participant review the self-employment plans together every three months to compare actual income to potential income per the business plan and determine if earnings move the family toward exiting MFIP.

When an employer considers multiple candidates to fill a vacancy, the ES and participant may incentivize hiring an MFIP or DWP participant. While seeking work, the ES trains jobseekers to promote on-the-job training (OJT) and work opportunity tax credits (WOTC). OJT allows CMJTS to reimburse employers for fifty percent of a new hire's wages for the duration of an agreed-upon training period (typically 12-26 weeks). CMJTS has longstanding relationships with local employers, and this is highlighted by the number of current OJTs written, averaging 50 OJTs annually. CMJTS uses this incentive to increase employment opportunities for program participants. In addition, OJT provides financial motivation for the employer by helping them recover some of the costs associated with onboarding a new hire for the predetermined length of the contract. OJTs are funded through co-enrollment with appropriate other CMJTS state, federal, or foundational grant programs. In conjunction with the ES, the CMJTS Business Service Coordinator (BSC) works first with MFIP/DWP participants who have used 30 or more months of program services and are job ready. CMJTS BSC may also arrange local business tours for MFIP/DWP participants to hear directly from an employer about the business, job positions, career laddering, and general expectations of the employer.

B. Paid and Unpaid Work Experience and Community Service Site Placements

When participants need to gain experience, develop good work skills and habits, or “test-drive” a position, they may be encouraged to participate in a paid work experience, a short-term workplace learning opportunity. CMJTS will be the employer of record for the participant, typically at a rate of pay equal to the federal minimum wage, to work up to 29 hours per week while under the supervision of a local employer, private or public. The employer provides meaningful work training and offers feedback on progress and areas for further development. The ES offers support and guidance as needed. Positive reinforcement by earning a paycheck encourages ongoing activity participation. While not required, employers can offer permanent paid work to clients after the placement agreement ends.

Community Service Site Placement is recommended when a participant is not employed and has completed six weeks of job search. In addition, the CMJTS quality assurance department will also identify long-term cases (30 months or more on MFIP) and propose placements. The ES or the participant will locate non-profit or for-profit businesses to serve as community service sites. All sites will fulfill a useful public purpose and provide training skills for unsubsidized jobs. The ES will document, in the case file, the valuable purpose of the community work experience. Once placed at a worksite, the ES contacts the agency or business at least monthly to assess the participant’s progress and establish a strong working relationship with the worksite supervisor. Positive relationships between the ES and supervisor increase the likelihood that job-related performance is communicated honestly and timely, allowing the ES to address issues with the participant promptly.

Most MFIP participants engaged in unpaid work experience or community service placements are covered under the Fair Labor Stands Act (FLSA). They may not be permitted to work more than the number of hours equal to their combined MFIP cash and food assistance benefits divided by the federal minimum wage ($7.25/hr). Therefore, participants engaged in the maximum number of hours, as allowed by the FLSA, are deemed to be meeting the work participation rate.

C. Job Search and Work Readiness Assistance

CMJTS staff identify that an employer's primary concern is finding a worker who wants to work and learn. Many employers are very willing to train people to get the work skills needed, provided they are ambitious, ready learners. However, most employers are still seeking "fit" over "experience" because employees can learn skills, but fitting in with a team, having a good attitude, and the desire to work and do well often cannot. Therefore, CMJTS ES focuses on developing work readiness and jobseekers' soft skills and draws attention to the local area employment opportunities. Active participation may include the direct act of seeking or obtaining employment and having work readiness skills or life skills training, substance abuse treatment, mental health treatment, or rehabilitation activities. Public assistance recipients often face difficulty entering the job market due, in large part, to their barriers and lack of job search preparedness. CMJTS ES recognizes this and responds by offering counseling activities related to job search strategies and job coaching to hone one's skills. Job coaching may consist of assessing skills and goals, education on internet-based job search tools, job application assistance, interview preparation, providing job leads, and monitoring job search activities to ensure the participant maintains progress. The focus of the ES is to ensure that MFIP and DWP participants have the basic skills, work readiness skills, and occupational skills necessary to succeed in personalized goals that lead to self-sufficiently. Program services include:

- developing a master job application
- opening and closing an interview
- using positive skill statements
- answering tough interview questions
- making a good first impression (appropriate appearance)
- identifying effective ways to find jobs
- developing an appropriate resume
- registering on Minnesotaworks.net
- labor market information (LMI)

CMJTS has appropriate procedures for ES to verify work participation activities and daily supervision requirements for all job search and work readiness activities. The ES proves compliance and plan progress by collecting the

participant's required verification and ensuring it is well-documented and in the file.

CMJTS monitors and ensures required contact with each case through the following methods:

- The ES enters case notes in Workforce One (WF1) to document that the participant is progressing towards employment, participating in activities, tracking hours, and focusing on program advancement.
- The program supervisor completes in-depth file reviews throughout the program year to ensure the ES is entering proper case notes, accurately tracking participant hours in WF1, and recording participant activities, while ensuring the participant is successfully progressing in job-ready activities or towards employment.
- The CMJTS program manager confers with the program supervisor and the ES regularly regarding participant's progress and success.

D. Individualized Structured Job Search (SJS)

SJS supports the message that the MFIP and DWP programs are intensive and are intended to help participants find and keep employment. SJS is a job search activity that helps the participant identify work skills, develop soft skills, and build self-confidence through coaching, peer support, and networking. It also provides a forum for progress evaluation and feedback, sharing job leads, online job searching, completing job logs, etc. SJS is an opportunity for the employment specialist to provide the participant with positive feedback and encourage their constructive job search activities.

Examples of specific SJS topics include, but are not limited to:

- Preparing for job search, both mentally and practically
- Developing a master job application to use as a reference when applying for work
- Knowing how to open and close an interview
- Using positive skill statements
- Answering tough interview questions
- Knowing the importance of appropriate appearance
- Identifying effective strategies to find job vacancies
- Developing an appropriate résumé and cover letter
- Effectively using the internet for job search
- Learning how to register and job search on Minnesotaworks.net
- Networking (i.e., leveraging the hidden job market)
- Contacting employers
- Setting goals and managing time
- Conducting oneself professionally via phone and during an interview
- Communicating assertively
- Communicating respectfully with coworkers and supervisors

- Understanding how to negotiate wages or salary
- Determining which job offer is best and accepting it without burning other bridges
- Career-laddering - how to advance within a company
- Managing personal finances
- Understanding ethics in the world of work
- Maintaining a positive attitude
- Writing thank you notes after job interviews
- Managing stress and balancing work and home life

CareerForce Centers provide opportunities for jobseekers to access job search materials, learn how to write a resume, interview, and search for jobs. Services are tailored to meet individual needs and provided by onsite staff. In addition, CareerForce events and workshops are available to help with career planning. Free access to computers, the internet, printers, fax machines, copiers, and telephones for job search-related activities are open. All of these services are accessed by the ES to help the MFIP/DWP participant succeed.

E. Structured Follow-Up

Frequent evaluation of progress, feedback to the participant, and assistance with ongoing planning are critical pieces of case management. It happens during phone and virtual check-ins and group or face-to-face meetings with the ES. In addition, MFIP/DWP recipients must participate in "work" activities for a minimum number of hours per week, specific to their circumstances, to "earn benefits" each month. Participating in work activities is the participant's job until they obtain paid employment or are placed in community service or work experience.

F. Retention Skill

CMJTS ES can help families stay off public assistance and encourage them to budget household income by helping to make sure they are better off working than receiving public assistance. MFIP/DWP services such as transportation, childcare, financial counseling, short-term training opportunities, and child and family enrichment services are provided to families as a means to stay employed. In addition, retention strategies are discussed between the ES and the participant well before the job begins. The job retention and job search lessons, presented in CareerForce workshops or one-on-one, reinforce transferable skills and learned employment skills.

G. Strategies to Maximize Services and Access to Services to Those with Limited Transportation or Virtual Needs

CMJTS has employed several strategies to encourage participation and help participants achieve desired program outcomes by providing various delivery

options. For instance, for jobseekers who do not have a car or do not drive and do not have access to public transportation, a CMJTS ES may provide services through virtual means or by telephone. The ES will accommodate inconvenient office hours and meet with participants outside of regularly scheduled business hours. ES may also travel to the participant's community and meet locally to address the lack of childcare or other needs. Thus, CMJTS ensures a well-rounded service delivery system representing our communities' diverse needs and securing access for our MFIP and DWP participants. Face-to-face and one-on-one meetings are always the preferred method for delivery of services and prove to develop stronger ES/participant rapport, help with relationship building, and encourage follow-through.

For virtual services to be a viable option for the participant, they should:

- Have access to a computer and internet, such as at home or a local library.
- Use e-based instructional tools and processes to conduct a job search:
    - register for Minnesotaworks.net
    - effectively attend DEED CareerForce virtual workshops
    - create a list of relevant job leads
    - scan and email a resume and job applications to the ES and employers
- Email, text, or phone a report of job search activity and weekly plans of action.
- Communicate regularly with the ES who approves and suggests structured job search activities.

H. Chemical Health Treatment, Mental Health Treatment, and Rehabilitation Services

For participants with mental health, chemical health, or rehabilitation challenges, the ES develops an employment plan reflecting the required job search hours based on the recommendations or treatment plans signed by a qualified professional. When documentation from the professional verifies the participant qualifies for Family Stabilization Services (FSS), the ES shares the documentation with the financial worker. Then, the ES develops an FSS employment plan with the participant.

ES check at least monthly with the FSS participant, either in-person or by phone. During the check-in, the participant, and the ES review progress, identify support service needs and make any necessary changes in the employment plan. The ES case notes the contact and documents any changes to the activities or the employment plan.

I. Education and Training-Related Activities

CMJTS ES can address employment barriers through short- or long-term training. The goal is to help the participant improve their employability by improving skills needed for available jobs.

Activities may include:

- post-secondary educational training
- job skills training directly related to employment
- high school completion or GED
- English language learning (ELL or ESL)
- adult basic education (ABE)
- labor market information - high-demand, high-wage careers

Training activities may include improving basic skills (e.g., reading, math, or writing), English Language Learning (ELL), and occupational skills training (e.g., welding, typing). In addition, secondary and post-secondary training, delivered either in the classroom or online, is available for participants interested in completing, continuing, or starting a training program within a high-opportunity career pathway that will lead to self-sufficiency.

Each participant taking part in training activities will work closely with their ES to review the results of their career assessments, the availability of training, and the appropriateness of that training. Start times will depend on course availability for those seeking post-secondary educational training (e.g., Associates Degree in Nursing). Short-term occupational training courses (e.g., nursing assistant, commercial truck driving) are available more frequently.

For all education and training activities, CMJTS ES obtain a course statement or class schedule from the educational institution or training provider, ongoing activity logs, and attendance records to document participation hours.
CMJTS staff obtain statements and schedules from high schools, alternative schools, and post-secondary institutions each quarter or semester.

Participants in GED, ABE, and ELL/ESL will record dates and hours of attendance on an activity log, signed by a school official, electronic attendance record, or verified by the ES, and submit it to the ES, at least monthly.

For an education and training program to be an approved activity in a participant's employment plan, the participant must maintain satisfactory progress to continue as described by their education institution.
For study time to be allowed, the ES must obtain from the school, training provider, or course instructor a statement that specifies the amount of study time required or advised to make satisfactory progress or complete the education and training program.

III. Family Stabilization Services

Family Stabilization Services are available to help families become more stable. In addition, the opportunity for a modified employment plan, with decreased work or job search hours requirements, may be available, and FSS could help a client stay out of sanction. A participant may be eligible for FSS if they meet any of the following criteria:

- Applying for SSI/SSDI benefits because of disability
- Ill, injured, or disabled (including physical and mental illness) when illness, injury, or disability will last more than 30 days, and keeps client from working 20 or more hours per week
- Caring for a seriously ill or disabled household member whose condition will last more than 30 days and client must be home to care for that person
- Child or adult in the client household is eligible for special medical services. For example, the household includes a child who is severely-emotionally disturbed or an adult with serious and persistent mental illness.
- Victim of family violence
- In the United States for fewer than 12 full months after the month of entry
- Age 60 or older
- Difficulty reading, writing, or understanding English
- Chemical dependency
- Criminal/offender history
- Vocational expert determines the client cannot work 20 or more hours per week
- Learning disability, or an IQ below 80 and a vocational expert determines that the disability limits the type of work that can be done or determines the client cannot work 20 or more hours per week
- Receiving MFIP for more than 60 months because of an extension

The ES will help the participant obtain required documentation when they disclose or demonstrate the possibility of FSS criteria eligibility. When a participant indicates that they may meet any of the above FSS criteria, the CMJTS ES will work with the county financial worker to get verification from a qualified professional to confirm eligibility. The ES will review cases through means of observation, and formal or informal assessment, to determine if there are significant barriers that could qualify a participant for FSS services. The ES will communicate with participants who appear eligible for FSS and inform them of the potential benefit of providing documentation of their situation, e.g., disability, family violence, etc.

For participants who meet the criteria, an FSS employment plan is developed. An FSS plan will include activities needed to help the family. For example, it could consist of ESL or GED classes, medical appointments, looking for housing, etc.

In addition, participants may receive assistance with transportation and childcare expenses to allow them to participate in FSS activities.

CMJTS ES understands that sanctions intend to motivate clients who are having difficulty participating in work activities, and we also want to keep participants positively engaged. Therefore, the CMJTS ES will take a proactive approach with clients to help them address and overcome barriers to program compliance and avoid sanctions. The ES reviews sanctioned cases and those not meeting participation rates monthly to determine if the case could be FSS. Determining a participant FSS allows the ES the flexibility to provide more individualized services and to reduce the risk of Chisago County receiving a federal penalty for failing to meet work participation requirements. FSS cases are state-funded and do not count toward the federal work participation rate.

Suppose the ES or the participant thinks the individual might be eligible for FSS. In that case, they meet and determine what services are needed to help the family become more stable. An FSS plan is developed, and support services help with transportation and childcare expenses to allow the individual to participate in activities. Referrals to community resources further support the goals of the family and move them toward economic stability. The ES may refer to mental health services, vocational rehabilitation services, social security administration, family violence advocacy, and other professionals.

The ES develops employment plans with a broader range of activities and fewer hours to ensure it is appropriate to move the family forward. The FSS employment plan includes all required elements for FSS.

American Disability Act (ADA) requirements are reviewed and adhered to throughout FSS activities with participants. CMJTS trains all staff to work with and provide practical and appropriate accommodations to people with disabilities. Additionally, CMJTS has certified benefits analysis counselors on staff and all staff goes through disability resource training to ensure universal access and quality services to all clients with disabilities. For example, to ensure the client can benefit from monthly face-to-face meetings with their ES, accommodations may be made to conduct these visits offsite for those FSS clients who are unable to travel to a CMJTS office location.

The ES will obtain releases of information with all known entities working with the participant. In addition, the ES develops a professional relationship with social workers, rehabilitation services staff, medical professionals, and other service providers and coordinates services when appropriate.

Sanction requirements for FSS are followed. Before sending a notice-of-intent-to-sanction (NOITS), the ES completes all reviews needed, confirms that the participant can comply with the plan as documented by qualified professionals,

and has attempted a face-to-face visit, either in the office or at a location convenient for the participant.

CMJTS uses several strategies to ensure MAXIS is coded correctly for each participant. Correct FSS coding provides the participant is state funded with the flexibility that the federal work participation rate does not offer. The ES and county worker each verify that the participant meets the criteria for FSS on an annual basis or more often, as required by the supporting documentation in the file. CMJTS and financial services staff meet monthly to review preliminary data and discuss the status of shared participants. If the status codes need updating, the financial worker makes the change(s) during the meeting.

IV. Program and Quality Evaluation: Shared Responsibility and Increased Integration of Employment Services and Financial Assistance

Communication between CMJTS and county staff is frequent. ES meets regularly with eligibility workers to resolve any discrepancies. The more important task of these one-on-one meetings is to collaborate and share information on the progress and struggles our families are experiencing. For example, suppose either the ES or financial worker receives documentation or information indicating a client cannot fully participate in required work activities. In that case, the ES or county financial worker will notify the other party immediately. Likewise, this information is reciprocated when the ES or financial worker receives documentation of activity participation hours, e.g., copies of pay stubs. Eligibility Workers and CMJTS staff have robust and long-term working relationships and communicate on a very regular basis.

The overriding goal of CMJTS is continuous improvement, seen as a joint responsibility of both counties and ESP. Together CMJTS staff and county financial workers can use the improvement tools provided by DHS to ensure performance measures are met. The tools include DHS data sets, preliminary data reports, the FSS Mismatch Report, and the County WPR Report. Regularly scheduled data meetings with county financial workers are essential to improving participant accessibility and participant success; it also fosters relationship-building and promotes effective communication between CMJTS and county staff. In addition, these meetings help the team verify MAXIS coding and Workforce One activity hours for each participant on the preliminary report. Other factors and information may be used by staff to determine and reach participation hours.

Exihbit B

Central Minnesota Jobs & Training Services, Inc.

Budgeted Expenses - January 1, 2024 to December 31, 2024

MFIP - Chisago

	Proposed Budget	% of Budget
Administration	$13,662	7.50%
Client Support Services	$11,841	6.50%
Direct Program	$156,661	86.00%
TOTAL	$182,164	100.00%

DWP - Chisago

	Proposed Budget	% of Budget
Administration	$3,460	7.50%
Client Support Services	$3,230	7.00%
Direct Program	$39,448	85.50%
TOTAL	$46,138	100.00%

PY24 Grand Total	**$228,302**

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **22**
Title of Item for Consideration: Professional/Technical Services Contract with Amy Anderson, M.D.	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approval of a contract for medical consultant services dated January 1, 2023 through December 31, 2023.	
Background: Chisago County Health & Human Services has contracted with Dr. Amy Anderson medical consultant services. Consultation services include collaboration with area physicians, assisting in the development and maintenance of community health programs, promoting community health services, medical consultation, and direction. ***Attachment(s)*:** • Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County. The suggested motion is as follows: ***"Move to approve the Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County."***	
***Implications of Action*:** Approval of this contract will ensure continued medical consultation for Chisago County Public Health Services. ***Budget/Financial Implications*:** Budgeted, levy dollars. ***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 _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between AMY ANDERSON, M.D. and CHISAGO COUNTY

THIS CONTRACT, and amendments and supplements thereto, is between the Chisago County Community Health Board, 313 North Main, Center City, MN 55102 (hereinafter County), and Amy Anderson, M.D., 11725 Stinson, Chisago City, MN 55013, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 145A.04, is empowered to procure from time to time certain professional/technical services for the development and maintenance of an integrated system of community health services, and

WHEREAS, County is in need of professional/technical services, specifically medical consultation and direction with a practicing licensed physician, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract and that he holds a license to practice medicine, issued by the Minnesota Board of Medical Examiners. In the event that such license should expire, or be cancelled or revoked, CONTRACTOR agrees to promptly inform the County of such event,

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on January 1, 2024 **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 the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **CONTRACTORS DUTIES AND RESPONSIBILITIES**.

The CONTRACTOR shall make every reasonable effort to make himself available to the County in order to provide the following services:

A. The CONTRACTOR shall provide responsible medical consultation and direction to the County.

B. The CONTRACTOR shall promote Community Health Services programs and their development.

C. The CONTRACTOR shall consult with and assist the County and its Advisory Committee in the identification and development of the medical aspects of Community Health Services and programs.

D. The CONTRACTOR shall assist in the development and maintenance of standards in the medical aspects of Community Health Services and its programs.

E. The CONTRACTOR shall maintain a liaison with other area physicians.

F. The CONTRACTOR shall provide consultation relating to screening activities, immunizations, technical procedures and disaster preparedness.

III. **NO MINIMUM REQUIREMENT.**

It is understood and agreed by the parties that the County assumes no obligation to purchase all of its requirements for medical consultation services, as defined by the terms of this Agreement, from CONTRACTOR; nor does the County assume any obligation to purchase any minimum amount of said medical consultation from CONTRACTOR.

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

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows: Compensation of Seventy-five dollars [$75.00] per hour.

B. Terms of Payment.

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

Invoice presented to Chisago County no later than 10 days following the month in which services were provided. For all services provided, the invoice shall indicate the number of hours worked during the course of the month, the dates on which such hours were worked and the nature of the service provided. Payment shall be made within 35 days of receipt of the invoice.

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

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

Name:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5684
E-Mail:	Robert.Benson@chisagocounty.us
Fax:	(651)213-5664

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

Name:	Amy Anderson, M.D.

Address:	11725 Stinson, Chisago City, MN 55013
Telephone:	651-257-8499
E-Mail:	aander16@fairview.org
Fax:	651-257-8833

VI. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.

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

D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VII. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

VIII. **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.

IX. **COMPLIANCE WITH APPLICABLE LAWS**. The parties shall comply with all federal, state and local laws. Specifically, the Parties shall comply with all regulations governing data collected, created, received, or retained including the retention, maintenance and destruction of data, per 45 C.F.R. 155.1210. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

X. **LIABILITY**. The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the negligent performance of this contract by the CONTRACTOR or

CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.

XI. **INSURANCE**.

Auto Insurance. Contractor shall maintain auto liability coverage for individual(s) who operate a vehicle while carrying out any of the duties outlined in this Contract. A minimum liability amount of $1,500,000 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including hired and Non-owned.

XII. **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.

XIII. **GOVERNMENT DATA PRACTICES ACT**. The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

To the extent the CONTRACTOR performs functions or activities on behalf of, or provides certain services to, the County that involves access by the CONTRACTOR to Protected Health Information (PHI), the CONTRACTOR is deemed a Business Associate and shall comply with all terms outlined in Attachment A.

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

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

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright

Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

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

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

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

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

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

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

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

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

1. **CONTRACTOR: Amy Anderson, M.D.**
   CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

Signed:
Title: Amy Anderson, M.D.
Date:

2. **COUNTY OF CHISAGO:**
   APPROVED

Signed:
Title: Ben Montzka Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

Signed:
Title: Robert Benson, Health and Human Service Director
Date:

Reviewed as to Form:

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

Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is between Chisago County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Chisago County Health and Human Services Department, 313 North Main Street, Center City, MN 55012 ("Covered Entity") and Amy Anderson, M.D. ("Business Associate") (each a "Party" and collectively the "Parties").

Recitals

A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
B. Chisago County is a Covered Entity that is a hybrid entity as defined at 45 C.F.R. § 164.105.
C. The Service Agreement identifies certain program areas/units of Covered Entity included in Covered Entity's Health Care Component that are in need of Business Associate's services;
D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BAA.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
   (a) "Business Associate" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
   (b) "Covered Entity" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
   (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.
2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Services Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Services Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.

3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:

(a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.

(b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.

(c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.

(d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.

(e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.

(g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:

(1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and

(2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and

(3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.

(h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules excludes the following circumstances and therefore Breach notice requirements do not apply:

(1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

(2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.

(3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.

(j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.

(k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.

(l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.

(m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.

(n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

(a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;

(b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and

(c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Defense, Indemnification and Hold Harmless**. The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. Term and Termination.

(a) Term. The Term of this BA Agreement shall be effective as of the Effective Date listed above, and shall continue until terminated as provided herein.

(b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Covered Agreement.

(c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.

(d) Upon Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.

(2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.

8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.

9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the addresses identified in Paragraph IV or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings**. The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts**. This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries**. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes**. If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby**. This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver**. The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns**. This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement**. This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement**. Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Covered Agreement.
20. **Interpretation**. A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **23**
Title of Item for Consideration: 2024 Law Enforcement Services Contracts for the Cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: These agreements are approved every year.	

Background: The Sheriff's Office provides law enforcement services for the cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City and currently has a one-year contract agreement to provide those services. The current contract ends December 31, 2023 and the Sheriff's Office and the cities are seeking a new one-year contract for 2024.

***Attachment(s)*:**

- Agreements to Provide Law Enforcement Services to the cities of Taylor's Falls, Shafer, Center City, Stacy, Harris, and Rush City *(available with Clerk of the Board)*

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement to provide law enforcement services for the Cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City. The suggested motion is as follows:

"Move to approve 2024 Agreements to Provide Law Enforcement Services for the cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City."

Implications of Action: These agreements allow the Sheriff's Office to provide law enforcement services to the contracted cities. Every year these agreements will need to be approved by the board due to the need to update contract details.

***Budget/Financial Implications*:** These agreements have already been factored into the 2024 budget.

***Legal/Policy Implications*:** The County Attorney has approved and developed the service contract template.

Administrator's Recommendation

Approve CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **24**
Title of Item for Consideration: Amendment to Agreement to Provide Law Enforcement Services to Rush City	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: The 2023 Agreement to Provide Law Enforcement Services was approved by the County Board on November 16, 2022.	
Background: The Sheriff's Office provides law enforcement services for the City of Rush City and currently has a one-year contract agreement to provide those services. The current contract ends December 31, 2023. Rush City is seeking to amend the current 2023 contract and add 550 deputy hours. ***Attachment(s)*:** • Amendment to Agreement to Provide Law Enforcement Services to Rush City	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the amendment to agreement to provide law enforcement services for the City of Rush City. The suggested motion is as follows: ***"Move to approve the Amendment to Agreement to Provide Law Enforcement Services for the City of Rush City."***	
Implications of Action: This amendment will allow the Sheriff's Office to provide the additional law enforcement services requested. ***Budget/Financial Implications*:** This amendment has already been factored into the 2023 budget. ***Legal/Policy Implications*:** The County Attorney has approved and developed the amendment.	

Administrator's Recommendation

Approve C EB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

Amendment to
Agreement to Provide
Law Enforcement Services to Rush City, Minnesota

The County of Chisago, (hereinafter the "COUNTY"), and the City of Rush City (hereinafter the MUNICIPALITY), together referred to as the PARTIES, hereby agree and seek to **AMEND** the existing contract, in place and effective through December 31, 2023.

WHEREAS, the COUNTY by and through Chisago County Sheriff's Office has contracted to provide services to the MUNICIPALITY; and

WHEREAS, the COUNTY represents that it is duly qualified and willing to perform such services and both PARTIES desire to continue the contractual relationship; and

NOW, THEREFORE, in consideration of the mutual understandings and agreement set forth in the Agreement and herein, the COUNTY and the MUNICIPALITY agree to amend the existing 2023 Law Enforcement Services Agreement as follows:

EXHIBIT A to the Law Enforcement Services Agreement shall be <u>amended</u> as follows:

A. HOURS: COUNTY agrees to provide law enforcement protections for the terms of this agreement:

1.1 Hours – The COUNTY will provide an additional **550 deputy hours** for the period of September 1, 2023, through December 31, 2023.

B. <u>RATE OF COMPENSATION</u>

MUNICIPALITY agrees to compensate COUNTY at the rate of $64.12 per hour for the services provided pursuant to this Agreement.

Unless specifically modified by this or other duly executed Amendment(s), the previous Agreement shall govern all other terms and conditions shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW - THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the above-named parties have executed this Amendment on the Date(s) indicated below and shall take **effect September 1, 2023**, irrespective of the dates of execution below.

MUNICIPALITY: City of Rush City:

By: _____ 10-23-23
Alan Johnson, Mayor Date

Attest: _____ 10-23-23
Amy Jo Mell, City Administrator

COUNTY of CHISAGO:

By: _____
Chair, Board of Commissioners Date

By: _____
Clerk to the Board Date

APPROVAL RECOMMENDED:

_____
Brandon Thyen, Chisago County Sheriff
Date: _____

Reviewed/Approved by County Attorney

_____
Janet Reiter, Chisago County Attorney
Date: 10/11/2023

Chisago County Request for Board Action

Meeting Date: November 15, 2023	***Item Number:*** **25**
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 $21,045 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)*:**

- 2024 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:

"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."

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 2024 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 C EB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

Lease Agreement Between
Rush City and Chisago County

THIS LEASE, made and executed this _____ day of _____, _____ , by and between Rush City, located at 325 South Eliot Avenue in Rush City, Minnesota, hereinafter referred to as the Lessor, and Chisago County, located at 313 North Main Street, Center City, Minnesota, hereinafter referred to as the Lessee:

WITNESSETH: That in consideration of the payment of rent and the keeping and performance of the terms and conditions herein by Lessee, Lessor does hereby lease and take from the Lessor, the premises described as:

> An area of approximately 1500 square feet on the lower level of the "Old Rush City High School Building" (hereinafter the "Building") located at 325 South Eliot Avenue in Rush City, Minnesota.

TO HAVE AND TO HOLD the premises for a term of one (1) year beginning at noon on the first day of January 2024, and ending at noon on the last day of December 2024, irrespective of the date of signatures of the parties, below.

1) Rent. Lessee shall pay rent for said premises to the Lessor, a yearly rent of $21,045.00, a rate of $14.03 per square foot per year.

(a) Manner of Payment. Rent shall be made to Rush City in a manner and at a time as may be agreeable and convenient to the parties.

(b) Utilities. The cost of utilities for the space which is the subject of this lease, is and shall be included in the above rent. All heat, natural gas, electricity, air conditioning, telephone, water, sewer and garbage services, which are currently provided shall continue at no additional cost to the Lessee, unless or until negotiated and said agreement is executed by the authorized parties and approved by their respective governing bodies. Remedying any disruption in said services shall be the sole responsibility of Lessor.

(c) Amendment. The Lessor shall notify the Lessee no later than October 15 of each year of a proposed change in the rate of pay for the rental of the space, in and for the subsequent year under this Lease Agreement.

2) Lessee shall use and occupy the premises for office purposes any other such uses as may be consistent with the performance of the duties of the occupants, namely other related law enforcement activities. Any such uses by the Lessee shall not disturb or disrupt the quiet enjoyment of the other governmental authorities, other tenants or Lessor who do now or may in the future occupy adjoining space.

3) Lessee shall surrender the premises at the termination of this Lease or any extension thereof in as good condition as they were at commencement of this Lease, reasonable wear and tear or unavoidable casualty expected.

4) Warranties and assurances. The Lessor hereby represents that it is authorized to grant, bestow or sublease the specified property to the Lessee for the purposes specified herein and that no other encumbrances limit the right of the Lessee to possess the property consistent with this Lease Agreement. The Lessee shall not assign or

sublet the premises or any part thereof, whether by voluntary act, operation of law, or otherwise, without the prior written consent of the Lessor and its governing body.

5) Lessee shall not make any alterations or improvements to the premises or install any fixtures or amenities without prior written consent of Lessor, and all such improvements, except movable office furniture and equipment, shall remain with the premises at the termination of this Lease and become the property of the Lessor. Liability for cost of replacing or repairing any part of the building or the premises contained therein damaged by Lessee or Lessee's agents or employees shall rest solely with Lessee.

6) Lessee shall not encumber or assign this Lease or sublet the premises or any part thereof without prior written consent of Lessor.

7) Insurance. It shall be the responsibility of the Lessor or the owner of the property to assure that the premises are covered by sufficient insurance policy insuring the property against all loss or damage by fire and other perils as necessary pursuant to Standard File Insurance Policy coverages.

a) The Lessor agrees, at its cost, to provide general liability insurance in no less than statutory limits, pursuant to Minn. Stat. 466.

b) The Lessee agrees, at its cost, to provide general liability insurance regarding its personal property, fixtures and contents in the leased premises, in amounts no less than the statutory limits provided for pursuant to Minn. Stat. 466.

c) The Lessor and Lessee agree that each shall only be entitled to the proceeds which are attributable to the damage to the respective parties' property, equipment or structure.

8) Hold Harmless. Except in the case of negligence of the Lessor, employees or agents, the Lessee agrees to save and hold harmless the Lessor for liability for damages to any person or property in or about the premises. Likewise, except in the case of negligence of the Lessee, its employees or agents, the Lessor agrees to save and hold harmless the Lessee for liability for damages to any person or property in or about the premises.

9) The Lessor shall not be liable to the Lessee, its agents, employees, representative, customers or invitees for any personal injury, death, or damage to the property caused by theft, burglary, water, gas, electricity fire or other cause of damage on or about the premises, except in the case of negligence of the Lessor. Property kept or stored at the property by the Lessee shall be kept or stored at the risk of the Lessee.

10) In case the building or any part thereof is destroyed or partially destroyed by fire or other casualty not arising from the fault or negligence of Lessee or those employed by Lessee, Lessor shall repair the damage within a reasonable period of time, due allowance being made for delays beyond control of Lessor, and rent shall abate proportionately to the extent that the premises are untenantable, but in the event the damage shall be so extensive that the building and/or premises cannot be substantially restored within ninety (90) days, either Lessor or Lessee shall have the option to terminate this Lease upon thirty (30) days' written notice to the other from date of damage, whereupon this Lease shall terminate and Lessee shall pay rent up to date of damage, and thereafter both Lessor and Lessee shall be free and discharged of all further obligations hereunder.

11) Lessor or its agent shall have reasonable rights of entry for the performance of any of its obligations hereunder, including right to show premises to a prospective tenant or buyer, but no obligation to repair shall be implied from such right or such entry.

12) Each of the parties hereto agrees, at least sixty (60) days before the expiration of this Lease, to give the other party notice in writing of intention not to renew or to extend this Lease, and in case neither party heretofore gives such notice, this Lease shall stand renewed for a further period of two years from the date of its expiration, with all terms and conditions herein expressed, including this renewal clause, which shall apply to four (4) such future renewals of this Lease.

13) All notices, demands, and communications under the terms and conditions of this lease shall be given in writing and sent by registered mail to Rush City, 325 South Eliot Avenue, Rush City, Minnesota on behalf of Lessor; and to Chisago County, 313 North Main Street, Center City, Minnesota, on behalf of Lessee, as the case may be, or to such other addresses as may from time-to-time be requested by Lessor or Lessee.

14) The Lessor shall be responsible for any maintenance and repair to the building, surrounding property, and any such equipment as is part of the building.

15) Lessee agrees to abide by all rules and regulations covering the restricted use of areas not covered by the terms of this Lease and any regulations covering the health and safety of all tenants or visitors within the buildings, as may be established by Lessor.

16) Lessee shall not display any signs, advertisements, or notices in or on any part of the building without prior written consent of Lessor.

17) Saving clause. If any term or condition of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, it is the intention of both Lessor and Lessee that the remainder of this Lease shall not be affected thereby made that in lieu of each such term or condition, there be added as part of this Lease a term or condition as similar as may be possible and be legal, valid, and enforceable.

18) A waiver of any term or condition of this Lease by Lessor shall not be deemed to imply or constitute a further waiver of such breach or a waiver of any other term or condition contained herein.

19) All terms and conditions of this Lease shall completely bind and inure to the benefit of the legal representatives, successors, and assigns of both Lessor and Lessee.

20) This Lease may be terminated by either Lessor or Lessee, with or without cause, upon sixty (60) days' written notice directed to the other party pursuant to Paragraph 10 above-written.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be validly executed in their respective names, as of the day and year first above-written.

LESSOR:
RUSH CITY

BY: _____
Mayor, Rush City
Date: 9/25/23

BY: _____
Clerk/Administrator, Rush City
Date: 9/25/23

LESSEE:
CHISAGO CITY

BY: _____
Chairperson, County Board
Date: _____

BY: _____
Clerk to the Board
Date: _____

Approved as to Form:

_____
County Attorney Date: _____

Chisago County Request For Board Action

Meeting Date: November 15, 2023	***Item Number:*** **26**
Title of Item for Consideration: East Central Drug and Violent Offender Task Force Joint Powers Agreement	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: None.	
Background: In 2012, Chisago County became a member of the East Central Drug and Violent Offender Task Force. The Task Force continues to coordinate efforts to investigate illegal drug activity, violent crime and assist in the prosecution of drug/violent offenders ***Attachment(s)*:** • East Central Drug and Violent Offender Task Force Joint Powers Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the East Central Drug and Violent Offender Task Force Joint Powers Agreement. The following motion is suggested; ***"Move to approve the East Central Drug and Violent Offender Task Force Joint Powers Agreement."***	
Implications of Action: By the County Board approving the joint powers agreement, Chisago County can continue to be a member of the East Central Drug and Violent Offender Task Force. ***Budget/Financial Implications*:** Chisago County's participation is covered in the Sheriff's Office yearly operating budget. ***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 C EB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

EAST CENTRAL DRUG AND VIOLENT OFFENDER TASK FORCE

JOINT POWERS AGREEMENT

The Parties to this Agreement are units of government responsible for the enforcement of controlled substance laws, deterrence of violent crimes and investigation of other associated unlawful activity in their respective jurisdiction. This agreement is made pursuant to the authority conferred upon the Parties by the Minnesota Joint Powers Act, Minnesota Statute §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows;

1. **Name:** The parties herby establish the ***East Central Drug and Violent Offenders Task Force*** ("Task Force")

2. **General Purpose:** The purpose of this Agreement is to establish an organization to coordinate efforts to investigate illegal drug activity, violent crime and assist in the prosecution of drug/violent offenders.

3. **Members:** The members of this Agreement shall consist of the following units of government:

   Chisago County
   Isanti County
   Pine County
   Kanabec County

   Additional members may enter into this Agreement and become a member of the Task Force upon application by a unit of government or local law enforcement agency and following approval of a majority of the existing members of the Task Force Administrative Board.

4. **Administrative Board:**

   4.1. Creation and Composition: A Joint powers board, known as the Task Force Administrative Board ("Board"), is established for the purposes contained herein with the powers and duties set forth in this Agreement. The Board shall consist of eight members, the police chief or sheriff and assistant chief or chief deputy of each of the members, or his or her designee or legal successor. One associate member from one of the participating counties' county attorney's office shall be appointed by the Board. Board members designated as such by a police chief or a sheriff must be full-time supervisory peace officers of their jurisdiction or office. Board members shall not be deemed employees of the Task Force and shall not be compensated by the Task Force.

   4.2. Term: Board members shall be the police chief or sheriff, or their designee or legal successor. In the event that any Board member shall be removed by the appointed agency, the vacancy shall be filled by the appropriate appointed agency.

   4.3. Officers: In January of each year, the Board shall elect from its members a Chair, a Vice-Chair, and a Secretary/Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. Officers shall serve for a term of one (1) year or until the officer ceases to be a board member, whichever is shorter.

4.4. Meetings: The board shall have regular and special meetings at such times and places as the Board shall determine. The meetings of the Board shall be in compliance with Minnesota's Open Meeting Law, pursuant to Minnesota Chapter 13D. Special meetings may be held on three (3) days' notice by the chair or any two (2) board members, except that a special meeting to consider adoption of or amendments to the Board's operating rules pursuant to paragraph 6.1 shall require then (10) days' notice. The presence of two-thirds (2/3) of the board members at a meeting shall constitute a quorum.

4.5. Voting: Each Board member shall be entitled to one vote. Proxy voting by one member entity on behalf of another is not permitted, but a Board Member may designate a person, as provided in 4.1 and 4.2 above, to vote on his or her behalf. The Board shall function by a majority vote of the Board Members present. The associate member from a county attorney's office shall not be entitled to a vote.

5. **Duties of the Administrative Board:**

5.1. The Board shall formulate a program to carry out its purpose pursuant to paragraph 2, herein, including but not limited to setting the overall Task Force priorities budgets and operational policies and procedures. The Board shall maintain and oversee the Task Force in accordance to and in compliance with the grant contract, rules and guidelines established by the Commissioner of Public Safety and the violent Crime Coordinating Council. The Board shall follow all rules and guidelines as presented by the State Program Manager and those of applicable state and federal programs, specifically including, but not limited to those pursuant to Minn. Stat. 299A.642.

5.2. The Board shall coordinate intelligence between Task Force Agents and the members.

5.3. The Board shall appoint and supervise the Task Force Commander. The Board may appoint and supervise Team Leaders. All such appointments are subject to the concurrence of the Task Force Commander's Police Chief or Sheriff.

5.4. The Board shall cause to be made an annual independent audit of the books and accounts of the Task Force and shall make and file a report to its members which includes the following information:

(a) The financial condition of the Task Force
(b) The status of all Task Force projects
(c) The business transacted by the Task Force; and
(d) Other matters which affect the interests of the Task Force.

5.5. The Task Force's books, reports, and records shall be open to inspection by its members, state, county/city and legislative auditors at all reasonable times.

6. **Powers of the Administrative Board:**

6.1. The Board may adopt and amend such bylaws that it may deem necessary or desirable for the conduct of the business of the Board. Such bylaws shall be consistent with the terms of this Agreement and any applicable laws or regulations.

6.2. The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. The Board may authorize the chair of the Board to execute contracts approved by the Board.

6.3. The Board may disburse funds in a manner which is consistent with this Agreement and with the method approved by law for the disbursement of funds by the parties to this Agreement.

6.4. The Board may apply for and accept gifts, grants, or loans of money or other property or assistance from the United States Government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold use, and dispose of such money, property, or assistance in accordance with the terms of this gift, grant, or loan relating thereto.

6.5. The Board or appointed Task Force Commander may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.

6.6. The Board may contract with any of its members to take title to, hold, manage, and convey real property obtained by the Board and on its behalf as a result of civil asset forfeiture proceedings; to enter into contracts regarding such real property; and to pay reasonable and necessary expenses related to the hold, managing and conveyance of such real property. The member shall be entitled to reimbursement for such expenses upon sale of proceeds; the Board shall reimburse the member from other funds.

6.7. The Board shall maintain liability coverage for the Task Force and the activities carried out by the Board and assigned Agents, with a limit of at least $1,500,000 per occurrence, or as may be otherwise required by Minnesota Statutes 466.04, Subd. 1.

6.8. The Board may hold such property as may be required to accomplish the purpose of this Agreement and upon termination of this Agreement make distribution of such property as provided for this Agreement.

6.9. The Board may create a policies and procedures manual to use by the Task Force, its members and assigned agents or personnel. If any policy or procedure therein conflicts with a member's policy and procedure, the member's policy or procedure shall apply to any agent assigned by the member to the Task Force pursuant to Section 8 hereunder.

7. **Budgeting and Funding:**

7.1. The members intend to fund the cost of operation of the Task Force from grant funds and matching funds from members' cities and counties, from proceeds of forfeiture actions, and from restitution. It is the members' intention that matching funds shall fund the continued cost of

maintaining the replacement officers for the full-time officer assigned by some members of the Task Force.

7.2. The Board shall adopt an annual budget based upon grant funds, member matching funds, and money made available from other sources. The Board may amend the budget from time to time.

7.3. The Board may contract with any of its members to provide budgeting and accounting services necessary or convenient for the Board. Such services shall include, but not limited to: management of all funds, including member contributions and grant monies, forfeiture proceeds; payment for contracted services; and relevant bookkeeping and recordkeeping. No payment on any invoice for services performed by any person providing services in connection with this Agreement shall be authorized unless approved by the Board Chair, Vice-Chair, or Secretary/Treasurer.

7.4. The members agree to contribute their grants funds and required matching funds to operate the Task Force.

7.5. All Funds shall be accounted for according to generally accepted accounting principles. The Secretary/Treasurer shall make a quarterly financial report of all expenditures and receipts, and current fund balances to the Board.

7.6. The Board may not incur debt.

7.7. The Board's obligation to reimburse members for any expense, furnish equipment and the like is contingent upon the receipt of grant funds for that purpose. If insufficient grant funds are received, the Board may reduce the level of reimbursement and/or reduce other expenditures.

8. **Agents:**

8.1. Each member shall inform the Board by the 1st of December of each year, the allocated number of experienced, full-time license police officer(s) to serve as Agents for the Task Force for the proceeding calendar year. The minimum number of licensed peace officers each member may assign to the Task Force is one (1). The number of licensed peace officer(s) per member allowed to serve as Agents for the Task Force must be approved by the Board before December 15th of each year.

8.2. Agents shall not be employees of the Task Force. Agents shall remain employees of the member that has assigned them to the Task Force and shall be compensated by that member. Each party to this Agreement shall be responsible for injuries to or death of its own personnel.

8.3. Agents will be responsible for investigation of drug offenses and the criminal activity of violent offenders, including intelligence management, case development, and case charging, handling and processing of evidence, Agents will also assist other Agents in surveillance and undercover operations. To the extent authorized by law Agents will work cooperatively with assisting members and non-members agencies, including sharing intelligence and information acquired by agents pursuant to this Agreement.

8.4. Agents will be supervised by the Task Force Commander or, in his/her absence, by the team leader assigned by the Task Force Commander to act in his/her behalf.

8.5. The Member appointing the Agent shall furnish the Agent a weapon, cellular phone, Computer/Laptop, wireless card and a vehicle, and pay any lease payments, insurance, maintenance and operating costs of the vehicle. Further, the Member appointing the Agent may pay all expenses associated with tuition, travel, lodging, and meal. Each party shall be responsible for damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or agents.

8.6. The members shall maintain the officer positions hired to replace the officer assigned to the Task Force, or maintain the full-time equivalent assigned to the Task Force as shown in 8.1

9. **Task Force Commander and Team Leader(s)**

9.1. From among the full-time Agents assigned by the members, the Board shall appoint a Task Force Commander who will serve at the Board's pleasure. The Task Force Commander shall remain an employee of the member that has assigned them to the Task Force.

9.2. The Task Force Commander shall be in charge of the day-to-day operation of the Task Force, including supervising the Task Force's assigned personnel subject to direction received from the Board. The Task Force Commander is responsible for staffing, scheduling, case assignment, case management, record keeping, informant management, buy fund management, petty cash management, intelligence management, and management of all property seized and held for forfeiture. The Task Force Commander will be responsible to keep the Board updated as to the Task Force's activity, which would include major case development within member jurisdictions. The Task Force Commander will supervise the drafting and executing of all search warrants initiated by the Task Force and will work cooperatively with the agencies with venue and/or jurisdiction over the case. The Task Force Commander will be responsible for all buy fund monies and petty cash funds, and will provide Board members with at least quarterly, or more frequently as deemed necessary by the Board, accounting of all funds disbursed and a written summary of activity with the unit.

9.3. The Task Force Commander may exclude Agents from further Task Force involvement subject to review by the Board. The member agency that assigned the Agent to the Task Force will be immediately notified of the Task Force Commander's actions.

9.4. From the Agents assigned by members, a Team Leader (s) may be appointed by the Task Force Commander, with the concurrence of the Agent's member, and serve at the Task Force Commander's pleasure. The Team leader (s) must be a full-time, licensed police officer of a member. The Team Leader(s) shall remain an employee of the member city or county at all times.

9.5. The duties, responsibilities, and authority of the Team Leader (s), while the Task Force Commander is absent, shall be the same as the Task Force Commander as described in paragraph 9.2 herein, if there is more than one Team Leader, the Task Force Commander will assign one Team Leader to act as the Task Force Commander while the Task Force Commander is absent.

10. **Forfeiture, Seizures, and Fines:** Items that are seized pursuant to this Agreement shall be used to support the Task Force efforts. The use and disbursement of these items must be approved by the Board. In the case of federal forfeiture actions, established federal rules shall be followed. In the case of state forfeiture actions, established state law and legal precedence shall be followed. The Board may divide all remaining forfeited items among Task Force members in proportion to the then-assigned full-time equivalent contributions of each member of this Agreement as set forth in paragraph 8.1 herein. Fine and restitution monies ordered paid to the Task Force by court order shall be used to offset equipment or operating costs of the Task Force not funded by grant or matching funds.

11. **Indemnification and Hold Harmless:** The Board shall purchase general liability insurance for activities of the Task Force. Such insurance shall name each member as an additional insured. By purchasing insurance, the members do not intend to waive, and the Agreement shall not be interpreted to constitute a waiver of, by any member, limitations on liability or immunities provided by any applicable Minnesota law, including Minn. Stat. Chs. 466 and 471. The cost of the general liability insurance shall be paid from funds provided to paragraph 7 hereunder.

    The members of this Agreement are not liable for the acts or omissions of the other members of this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other members.

12. **Effective Date:** This Agreement shall take full effect on January 1st, 2024. The signed Agreement shall be filed with the Board's designated fiscal agent, who shall notify all members in writing of its effective date.

13. **Termination and Withdrawal:**

    13.1. Termination Date: This Agreement shall terminate upon the occurrence of any one of the following events, whichever occurs first:

    - When necessitated by operation law or as a result of a decision by a court of competent jurisdiction; or
    - When a majority of Task Force Members agree by resolution to terminate the agreement upon a date certain; or
    - On December 31, 2026

    13.2. Withdrawal: Any member may withdrawal from this Agreement upon 60 days written notice to the Board. The Board shall notify the members pursuant to paragraph 14. Withdrawal shall not act to discharge any liability incurred by the member prior to withdrawal. Such liability shall continue until discharge by law or agreement. In the event of withdrawal by any member, the agreement shall remain in full force and effect as to all remaining members.

    13.3. Effect of Termination: Upon termination of this Agreement, all Property of the Task Force shall be sold or distributed to the members in proportion to the then-assigned full-time equivalent contributions of each member of this Agreement as set forth in paragraph 7.1 herein.

14. Notice: Notice of withdrawal shall be provided by first class mail to the following:

Chisago County Sheriff's Office
15230 Per Road
Center City, MN 55012

Isanti County Sheriff's Office
2440 Main Street South
Cambridge, MN 55008

Pine County Sheriff's Office
635 Northridge Drive NW, Suite 100
Pine City, MN 55063

Kanabec County Sheriff's Office
18 N Vine Street
Mora, MN 55051

In Witness Whereof, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties by passage of Resolution on the date(s) set forth below:

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

Chisago County:

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

Attest:_____ Date:_____

_____, Clerk to the Board

Reviewed and Approved:

_____ Date:_____
Sheriff Brandon Thyen
Chisago County Sheriff's Office

Approved by Chisago County Board of Commissioners
Resolution No._____

Reviewed as to form:

_____ Date:_____
Janet Reiter
Chisago County Attorney

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

Isanti County:

_____ Date:_____
Mike Warring, Chair
Isanti County Board of Commissioners

Attest:_____ Date:_____

_____, Clerk to the Board

Reviewed and Approved:

_____ Date:_____
Sheriff Wayne Sieberlich
Isanti County Sheriff's Office

Approved by Isanti County Board of Commissioners
Resolution No._____

Reviewed as to form:

_____ Date:_____
Jeffrey Edblad
Isanti County Attorney

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

Kanabec County:

_____ Date:_____
Kathi Ellis, Chair
Kanabec County Board of Commissioners

Attest:_____ Date:_____

_____, Clerk to the Board

Reviewed and Approved:

_____ Date:_____
Sheriff Brian Smith
Kanabec County Sheriff's Office

Approved by Kanabec County Board of Commissioners
Resolution No._____

Reviewed as to form:

_____ Date:_____
Barb McFadden
Kanabec County Attorney

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

Pine County:

_____ Date:_____
Josh Mohr, Chair
Pine County Board of Commissioners

Attest:_____ Date:_____

_____, Clerk to the Board

Reviewed and Approved:

_____ Date:_____
Sheriff Jeff Nelson
Pine County Sheriff's Office

Approved by Pine County Board of Commissioners
Resolution No._____

Reviewed as to form:

_____ Date:_____
Reese Frederickson
Pine County Attorney

Chisago County Request for Board Action

Meeting Date: November 15, 2023	***Item Number:*** **27**
Title of Item for Consideration: Lexipol, LLC - PoliceOne & CorrectionsOne Online Training Platforms	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: None.	

Background: The Sheriff's Office has identified the PoliceOne and CorrectionsOne online training platforms as a viable solution to fill a gap in currently available online training resources as well as provide a user-friendly platform to track completed training courses that greatly exceeds the capability of current programs.

***Attachment(s)*:**

- Lexipol PoliceOne Academy Proposal, Lexipol PoliceOne Academy Agreement
- Lexipol CorrectionsOne Academy Proposal, Lexipol CorrectionsOne Academy Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with Lexipol to enable access to the PoliceOne and CorrectionsOne online training platforms. The following motion is suggested:

"Move to approve the agreements between Chisago County and Lexipol, LLC."

Implications of Action: An agreement with Lexipol, LLC for access to the PoliceOne and CorrectionsOne online training platforms will assist Patrol and Corrections staff with meeting annual training requirements. These online training platforms will allow staff to access Lexipol, LLC's extensive list of currently available courses, as well as allow the County to develop new training courses where there may be gaps to meet new statutory training requirements. The programs allow for more detailed tracking of completed training courses from both within and outside of the online platform's list of available courses.

Budget/Financial Implications: The cost of these agreements is allocated in the Sheriff's Office operating budget.

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 CEB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address:	Chisago County Sheriff's Office 111 N Main St Center City, Minnesota 55012
Attention:	Captain Jonathan Gray
Sales Rep: Lexipol's Address:	Karen James 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Chisago County Sheriff's Office		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
32	CorrectionsOne Academy Annual Rate Per User (12 Months)	USD 68.00	5%	USD 108.80	USD 2,067.20
10	CorrectionsOne Academy Annual Rate for Civilian Users (12 Months)	USD 30.00	5%	USD 15.00	USD 285.00
	Subscription Line Items Total			**USD 123.80**	**USD 2,352.20**
				USD 123.80	**USD 2,352.20**
				Discount:	USD 123.80
				TOTAL:	USD 2,352.20

Discount Notes
5% MSA member annual subscription discount.
Discount (14 months for 12 month rate) Agency can start with CorrectionsOne Academy I as early as Nov 1, 2023 with renewal in January 2025. Agency will be invoiced in Nov 2023 (Net 60 – payment due in Jan).

Notes
Subscription pricing based on 32 jail personnel and 10 civilian users (42 total users) for CorrectionsOne Academy, with concurrent PoliceOne Academy subscription of 50 users. (Total agency users = 92).

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

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4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service**. The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")[2], GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services**. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License**. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality**. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

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Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. **Indemnification.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. **Limitation of Liability.** Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or $10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. **General Terms**.

10.1 **Entire Agreement**. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation**. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions**. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Compliance; Governing Law**. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver**. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices**. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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SOLUTIONS PROPOSAL

PREPARED FOR:
Chisago County Sheriff's Office
Jail Administrator Jonathan Gray
jonathan.gray@chisagocounty.us
(651) 213-5765

PREPARED BY:
Karen James
kjames@lexipol.com
(949) 325-1230

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated polices
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Chisago County Sheriff's Office to address your unique challenges.

Scope of Services

CorrectionsOne Academy
Training is key to improving safety and effectiveness in correctional facilities. CorrectionsOne Academy's online training platform combines high-quality content with time-saving features to help your training resources go further.

- 24/7 access to online learning, allowing your personnel to train when it’s convenient
- Hundreds of full-length courses and videos built for micro-learning
- Reports to help you monitor and track training completion, compliance and license renewal
- A proprietary learning platform that delivers approved and accredited training
- Ability to upload and build your own content and create personalized learning plans

Proposal

Prepared By: Karen James
Phone: (949) 325-1230
Email: kjames@lexipol.com

Quote #: Q-69392-5
Date: 10/4/2023
Valid Through: 11/10/2023

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
32	CorrectionsOne Academy Annual Rate Per User (12 Months)	USD 68.00	5%	USD 108.80	USD 2,067.20
10	CorrectionsOne Academy Annual Rate for Civilian Users (12 Months)	USD 30.00	5%	USD 15.00	USD 285.00
	Subscription Line Items Total			**USD 123.80**	**USD 2,352.20**
				USD 123.80	**USD 2,352.20**
				Discount:	USD 123.80
				TOTAL:	USD 2,352.20

*Custody pricing is based on 67 Custody Beds.

Discount Notes
5% MSA member annual subscription discount.
Discount (14 months for 12 month rate) Agency can start with CorrectionsOne Academy l as early as Nov 1, 2023 with renewal in January 2025. Agency will be invoiced in Nov 2023 (Net 60 – payment due in Jan).

Notes
Subscription pricing based on 32 jail personnel and 10 civilian users (42 total users) for CorrectionsOne Academy, with concurrent PoliceOne Academy subscription of 50 users. (Total agency users = 92).

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address:	Chisago County Sheriff's Office 111 N Main St Center City, Minnesota 55012
Attention:	Captain Andrew Mahowald
Sales Rep: Lexipol's Address:	Karen James 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the “Agreement”) is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Chisago County Sheriff's Office		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
50	PoliceOne Academy Annual Rate With OLL Services (12 Months)	USD 77.00	5%	USD 192.50	USD 3,657.50
	Subscription Line Items Total			**USD 192.50**	**USD 3,657.50**
				USD 192.50	**USD 3,657.50**
				Discount:	USD 192.50
				TOTAL:	USD 3,657.50

Discount Notes
5% MSA member annual subscription discount.
Discount (14 months for 12 month rate) Agency can start with PoliceOne Academy as early as Nov 1, 2023 with renewal in January 2025. Agency will be invoiced in Nov 2023 (Net 60 – payment due in Jan).

Notes
Subscription pricing based on 50 LE users for PoliceOne Academy, with concurrent CorrectionsOne Academy subscription of 42 users. (Total agency users = 92)

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

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4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

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Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

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8. **Indemnification.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

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10.2 **General Interpretation**. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions**. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Compliance; Governing Law**. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver**. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices**. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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LEXIPOL

SOLUTIONS PROPOSAL

PREPARED FOR:
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Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated polices
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Chisago County Sheriff's Office to address your unique challenges.

Scope of Services

PoliceOne Academy

Training is key to improving safety and effectiveness in law enforcement agency operations. PoliceOne Academy's online training platform combines high-quality content with time-saving features to help your training resources go further.

- 24/7 access to online learning, allowing your officers to train when it’s convenient
- Hundreds of full-length courses and thousands of videos built for micro-learning
- Reports to help you monitor and track training completion, compliance and license renewal
- Acceptance as a Certified Training Provider and for continuing education in many states
- Ability to upload and build your own content and create personalized learning plans
- 360-degree customer support, including a personalized onboarding implementation plan, recurring services to help you maximize your training program, and a dedicated Customer Success Manager

Proposal

Prepared By: Karen James
Phone: (949) 325-1230
Email: kjames@lexipol.com

Quote #: Q-70978-1
Date: 11/1/2023
Valid Through: 11/10/2023

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
50	PoliceOne Academy Annual Rate With OLL Services (12 Months)	USD 77.00	5%	USD 192.50	USD 3,657.50
	Subscription Line Items Total			**USD 192.50**	**USD 3,657.50**
				USD 192.50	**USD 3,657.50**
				Discount:	USD 192.50
				TOTAL:	USD 3,657.50

*Law Enforcement pricing is based on 40 Law Enforcement Sworn Officers.

Discount Notes
5% MSA member annual subscription discount.
Discount (14 months for 12 month rate) Agency can start with PoliceOne Academy as early as Nov 1, 2023 with renewal in January 2025. Agency will be invoiced in Nov 2023 (Net 60 – payment due in Jan).

Notes
Subscription pricing based on 50 LE users for PoliceOne Academy, with concurrent CorrectionsOne Academy subscription of 42 users. (Total agency users = 92)