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, January 17, 2024
County Board Room, Room 172
*******AMENDED*******

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

Road & Bridge Committee of the Whole:
Discussion

1.)	County Engineer's Report	TAB 1

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

2.)	Amend. to Final Design Contract for Design of TH 8 Reconstruction Project	TAB 2
3.)	Mndot Agreement No. 1055466	TAB 3

Board of Commissioners' Business Meeting

Consent Agenda:

1.)	R&B Committee Recommendation – County Engineer's Report	TAB 1
2.)	R&B Committee Recommendation – Amend. Final Design Contract for TH 8 Recon.	TAB 2
3.)	R&B Committee Recommendation – Mndot Agreement No. 1055466	TAB 3
4.)	Minutes from the January 2, 2024 Organizational Meeting	TAB 4
5.)	Payment of County's Warrants and Miscellaneous Bills	TAB 5
6.)	Acceptance of 2023 Chisago County Donations	TAB 6
7.)	Appointment of County Commissioners to Chisago County Election Canvassing Board	TAB 7
8.)	Application for Exempt Permit – Chisago Lakes Area Wrestling Foundation	TAB 8
9.)	Acceptance of Donation – CCSO Chaplain Program	TAB 9
10.)	Credit Card Request – Lt. Josh Olds, CCSO	TAB 10

Environmental Services/Zoning Report – Kurt Schneider, Director

11.)	Director's Report	TAB 11
12.)	Kelly Hokanson "Hokanson View" Final Plat	TAB 12
13.)	Sarah Sharkshnas Preliminary Plat of Schulte Farm	TAB 13

Other Business of the County Board

14.)	January 10th Budget and Finance Committee Report	TAB 14
15.)	Citizen Appointment to Water Plan Policy Team	TAB 15
16.)	ARPA – Broadband Grant – Shafer Township	TAB 16
17.)	Out of State Travel – NACVSO Annual Training, Denver, CO	TAB 17
18.)	Minnesota Dept. of Health (MDH) Emergency Preparedness and Response (EPR) Grant	TAB 18
19.)	Family Pathways Contracts for Shelter and Visitation through 2025	TAB 19
20.)	*****LELS Captains Collective Bargaining Agreement*****	TAB 20

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."

Discussion Items:

- Correspondence CORR.
- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

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

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday January 17th at 6:30 p.m. and all other Committees until January 31st via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from The Fountains, 12400 International Drive, Orlando, Fl 32821, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

Chase Burnham
County Administrator

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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: **January 10, 2024**

RE: Public Works Director's Report

Note: I will be appearing remotely for this Road & Bridge Committee Meeting.

CSAH 10: The tree clearing project is complete. The reconstruction project is out for bid. We will open bids on January 30th. Some of the federal funding for the project requires an agreement with Mndot. I have included that agreement for consideration.

We continue to work on the preliminary design for the next phase of CSAH 10. We would like to have another open house this spring.

CSAH 19: We had our kick-off meeting for the CSAH 19 Reconstruction/Roundabout project. As we develop concepts, we will look to engage the cities and the public.

CSAH 30: We are working on the preliminary design for CSAH 30 between TH 95 and CSAH 17.

Transportation Plan Update
The draft plan has been posted to our webpage and we are looking for input from the public. If there is interest from the Board, we can schedule a work session for the consultant to come up and go through it.

TH 8 Project Update
We are working with Mndot on preparing the Biological Assessment for the Northern Long Eared Bats. Once that is written, Mndot will need to submit it to the US Fish & Wildlife Service where they will review and issue a Biological Opinion that will outline the mitigation required.

While this has slowed our design process, we are still moving forward with some of the work on the local system. Our original design contract with SRF expired Dec. 31st, so we will need to approve extending the contract so we can finish the design work. I have included that request for consideration at tonight's meeting.

Chisago County Request for Board Action

Meeting Date: January 17, 2024	***Item Number:*** **2**
Title of Item for Consideration: Amendment to Final Design Contract for Design of Local Road System Component of TH 8 Reconstruction Project	
Action Requested by: Joe Triplett, P.E.	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works requires assistance from SRF Consulting for the final design of the local frontage/backage road system for the TH 8 Reconstruction project, this contract was originally signed 7/7/2021. Due to the different funding sources, the work done on the local system needs to be contracted, tracked and paid separate from the work associated with the trunk highway portion of the project. This represents that local system component to the project and will be funded entirely by the 2018 Legislative bonding appropriation the County received.

Due to the prolonged project schedule that is beyond the control of SRF, SRF are hereby requesting an extension of the **Term of Contract** from the original date of January 1, 2024 to **November 30, 2025**. This will allow SRF to continue providing professional services to assist Chisago County with the Final Design phase of the TH 8 Reconstruction project, which includes several local road realignments between I-35 and Karmel Avenue. Key tasks include Final Roadway Design, Supplemental Environmental Documentation, Traffic Engineering, Water Resources, Utility Coordination, and Geotechnical Investigation.

***Attachment(s)*:**

- Contract (7/7/2021)
- Request for Amendment Letter
- Amendment

Action Requested/Recommended: The County Board is respectfully requested to approve the and authorize an extension of the term of the TH 8 final design services agreement between the County of Chisago and SRF Consulting Group from January 1, 2024 to January 1, 2025 and to delegate the County Engineer to approve any other non-monetary amendments to the services agreements. The following motion is suggested:

"Move to approve and authorize an extension of the term of the TH 8 final design services agreement between the County of Chisago and SRF Consulting Group from January 1, 2024 to January 1, 2025 and to delegate the County Engineer to approve any other non-monetary amendments to the services agreements."

Implications of Action: Will allow Public Works to finish design of the local frontage/back road system.

***Budget/Financial Implications*:** Design services of this contract are paid for from the 2018 Legislative appropriation without levy funding.

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

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and SRF Consulting Group, Inc., 2701 Wayzata Blvd., Suite 100, Minneapolis, MN 55416, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of professional/technical services for the professional services for the final design of realignments to local roads from I-35 to Karmel Avenue, in Chisago County as part of the TH reconstruction project; and

WHEREAS, in response to the County's request for proposal, CONTRACTOR has provided the COUNTY with a proposal providing for final design services for the realignments to local roads from I-35 to Karmel Avenue, in Chisago County as part of the TH reconstruction project, and said proposal is attached hereto and incorporated herein as **Attachment A.**

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on July 7, 2021, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until January 1, 2024, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACTOR'S DUTIES**. The CONTRACTOR shall perform such duties as described in its proposal dated June 15, 2021 and its Work Tasks and Person-Hour Estimates, both of which are attached hereto and incorporated herein as **Attachment A** as one document.

III. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed One Million, Sixty-two Thousand, Two Hundred Fifty and no/100 Dollars ($1,062,250.00) pursuant to **Attachment A**.

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be

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

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

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

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

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

Name:	Brian C. Johnson, PE, Principal
Company:	SRF Consulting Group, Inc.
Address:	3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55416-3791
Telephone:	763-475-0010
E-Mail:	bjohnson@srfconsulting.com
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. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

VII. **LIABILITY**. The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

VIII. **INSURANCE**.

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

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

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

C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this Contract. Said policies covering the errors and omissions of the professionals working under this Contract shall remain in effect for six (6) year following the completion of the work.

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

X. **MINNESOTA STATUTES §181.59**.

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

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

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

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

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

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

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied,

reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

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

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

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

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

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

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

XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

XVIII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

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

APPROVED:

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

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

By:
Title: Chair, Chisago County Board of Commissioners
Date: 7/8/21

CHISAGO COUNTY
JUL - 7 2021
BOARD APPROVED

CERTIFIED:

By:
Title: Clerk to the Board / County Administrator
Date: 7/8/21

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Title: Jeffrey B. Fuge, Assistant County Attorney
Date: June 30, 2021

SRF

SRF 12151.02

June 15, 2021

Joseph Triplett, PE
Public Works Director/County Engineer
Chisago County
313 North Main Street, Suite 400
Center City, MN 55012

Subject: Request for Contract Amendment to perform Final Design of the Local Road Realignments intersecting TH 8 between I-35 and Karmel Avenue

Dear Joseph Triplett:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this request for a contract amendment to provide additional professional services to assist Chisago County with the next phase of the TH 8 Reconstruction project, which includes several local road realignments between I-35 and Karmel Avenue. Key tasks include Final Roadway Design, Supplemental Environmental Documentation, Traffic Engineering, Water Resources, Utility Coordination, and Geotechnical Investigation.

Our continued goal for this project is to improve safety and mobility by consolidating access and realigning local roads to key intersections along TH 8 as part of a frontage/backage road system.

On-going Public and Agency involvement will be critical to the success of the project as the objective is to develop roadway improvements that meet the near and long-term goals of FHWA, MnDOT, Chisago County, Washington County, Forest Lake, Wyoming, and Chisago City and the Comfort Lake Forest Lake Watershed District. In addition, the varied concerns, issues, and values of project stakeholders, including the TH 8 task force, will need to be considered and incorporated into the project development process to achieve broad community acceptance and support of the project.

Scope of Services

We propose to carry out the work set forth in Attachment C ("Work Tasks and Person Hour Estimate"), which includes our assumptions on which the tasks are based and associated deliverables.

It is Chisago County's desire to complete this phase of the project within 18 months from notice to proceed, assumed to be August 1, 2021. The County will authorize in writing when SRF can actually begin this phase. To achieve this goal, the project team must stay on task, communicate frequently, and work with other agencies regarding project needs. SRF will begin working on the project upon notice to proceed and will work closely with Chisago County to achieve this goal.

Basis of Payment/Budget

We propose to carry out the work set forth in Attachment C (Work Tasks and Person Hour Estimate). The Services performed by SRF pursuant to this Amendment shall not exceed $1,062,250.

Changes in the Scope of Services

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

Acceptance/Notice to Proceed

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

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

Sincerely,

SRF CONSULTING GROUP, INC.

Brian C. Johnson, PE (MN IA SD)
Principal

Kenneth A. Holte, PE
Vice President

BCJ/KAH/ko

Attachment C– Work Tasks and Person Hour Estimate

Bruan Intertec Proposal

Approved (Chisago County)

(signature)

Name JOE TRIPLETT

Title DIRECTOR OF PUBLIC WORKS

Date 6/21/21

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

SRF 12151.02

January 9, 2024

Joseph Triplett, PE
Public Works Director/County Engineer
Chisago County
313 North Main Street, Suite 400
Center City, MN 55012

Subject: Request for Contract Amendment to continue performing Final Design of the Local Road Realignments intersecting TH 8 between I-35 and Karmel Avenue

Dear Joseph Triplett:

As you are aware, based on a prolonged project schedule that is beyond the control of SRF, we are hereby requesting extension of the **Term of Contract** from the original date of January 1, 2024 to **November 30, 2025**. This will allow SRF to continue providing professional services to assist Chisago County with the Final Design phase of the TH 8 Reconstruction project, which includes several local road realignments between I-35 and Karmel Avenue. Key tasks include Final Roadway Design, Supplemental Environmental Documentation, Traffic Engineering, Water Resources, Utility Coordination, and Geotechnical Investigation.

Our continued goal for this project is to improve safety and mobility by consolidating access and realigning local roads to key intersections along TH 8 as part of a frontage/backage road system.

On-going Public and Agency involvement will be critical to the success of the project as the objective is to develop roadway improvements that meet the near and long-term goals of FHWA, MnDOT, Chisago County, Washington County, Forest Lake, Wyoming, and Chisago City and the Comfort Lake Forest Lake Watershed District. In addition, the varied concerns, issues, and values of project stakeholders, including the TH 8 task force, will need to be considered and incorporated into the project development process to achieve broad community acceptance and support of the project.

Acceptance/Notice to Proceed

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

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

Sincerely,

SRF CONSULTING GROUP, INC.

Brian C. Johnson, PE (MN IA SD)
Director

BCJ

Attachment – Original Contract (SRF #12151.02)

Approved (Chisago County)

_____
(signature)

Name_____

Title_____

Date _____

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

AMENDMENT TO EXTEND TERM OF
PROFESSIONAL & TECHNICAL SERVICES CONTRACT

The County of Chisago (hereinafter County), and SRF Consulting Group, Inc., 701 Wayzata Blvd., Suite 100, Minneapolis, MN 55416, (hereinafter CONTRACTOR), do hereby agree to enter an amendment to the Professional and Technical Services Contract, approved by the County Board of Commissioners on July 1 2021 and executed July 8, 2021, upon the following recitals and amendment:

RECITALS

WHEREAS, County and CONTRACTOR agreed and entered into a Professional and Technical Services Contract on July 8, 2021 for the County's acquisition and the CONTRACTOR's delivery of professional services for the Final Design of the local road realignments intersecting TH8 between I-35 and Karmel Avenue as part of the TH8 Reconstruction project; and

WHEREAS, the Professional and Technical Services Contract provided for an initial term beginning on July 7, 2021 and expiring on January 1, 2024; and

WHEREAS, CONTRACTOR has requested an amendment of the professional and technical services agreement to extend the initial term of the contract from January 1, 2024 to November 30, 2025, with other terms and conditions of said professional and technical services agreement, including the Consideration and Terms of Payment, remaining unchanged.

AMENDMENT TO PROFESSIONAL & TECHNICAL SERVICES CONTRACT

NOW, THEREFORE, it is agreed:

I. **EXTENDED TERM OF CONTRACT**.

A. The term of the Professional and Technical Services Contract agreed by the parties and entered on July 8, 2021 shall be extended and shall continue in full force and effect until **January 1, 2026**, or until all obligations set forth in said contract have been satisfactorily fulfilled, whichever occurs first.

B. The remaining provisions, terms and conditions of said Professional and Technical Services Contract shall remain in full force and in effect without change.

(Signatures of the parties are on next page.)

IN WITNESS WHEREOF, the parties have caused this Amendment to Extend Term of Professional & Technical Services Contract to be duly executed intending to be bound thereby.

APPROVED:

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

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

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

CERTIFIED:

By:
Title: Clerk to the Board
Date:

REVIEWED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: Jeffrey B. Fuge
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: January 10, 2024

Chisago County Request for Board Action

Meeting Date: January 17, 2024	***Item Number:*** **3**
Title of Item for Consideration: Mndot Agreement No. 1055466	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	
Background: Chisago County is looking to use federal PROTECT funding on our CSAH 10 project. In order to use these funds, the County must approve the agreement with Mndot. ***Attachment(s)*:** • Agreement No. 1055466 • Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the MnDOT Agreement 1055466. The following motion is suggested: ***"Move to approve the Agreement at tonight's meeting."***	
Implications of Action: Will allow the County to utilize the federal PROTECT funding for the CSAH 10 project ***Budget/Financial Implications***: None. ***Legal/Policy Implications***: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. 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 _____

Minnesota Department of Transportation
State Aid for Local Transportation
395 John Ireland Boulevard, MS 500
Saint Paul, MN 55155

December 19, 2023

Mr. Joe Triplett
313 N. Main Street
Center City, MN 55012-9663

SUBJECT: **SP 013-610-012, STBG-PRO 1324(055)**
CSAH 10 Reconstruction
MnDOT Contract Number 1055466

Dear Mr. Triplett:

Attached is the agreement between Chisago County and MnDOT, which allows for MnDOT to act as Chisago County's agent in accepting federal aid in connection with the above referenced project.

This agreement is for Advance Construction, because you wish to begin construction of the project prior to the year it is designated in the STIP. The project will be converted to "real" funds in Federal fiscal years 2024, 2025 and 2026 or sooner as funds are available.

Please review and if approved, have the agreement signed. A County Board resolution similar to the example attached, must be passed. The certified resolution should then be placed as the last page in the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return the agreement to me for MnDOT signatures. A fully executed copy will be returned to you. If you have any questions or need any revisions, please feel free to contact me at 612.271.6210.

Sincerely,

Angela Murphy Digitally signed by Angela Murphy Date: 2023.12.19 13:05:48 -06'00'

Angela Murphy, PE
Federal Plans Engineer

Enclosures
Cc: Dan Erickson —DSAE
Cindy Degener—Finance
File

DEPARTMENT OF TRANSPORTATION

STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

State Project Number: 013-610-012

FAIN Number: STBG-PRO 1324(055)

This Agreement is entered into by and between Chisago County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. MnDOT Contract Number dcp(1052133) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
3. The Local Government is proposing a federal aid project for CSAH 10 Reconstruction, hereinafter referred to as the "Project"; and
4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for fiscal years 2024, 2025 and 2026, and is identified in MnDOT records as State Project 013-610-012, and in Federal Highway Administration ("FHWA") records as Minnesota Project STBG-PRO 1324(055); and
5. The Local Government desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and
6. It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year(s), if sufficient funding and obligation authority are available; and
7. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
8. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five

(5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052133), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052133), which is incorporated herein by reference.

3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.

3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government's State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

4. Time

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

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

5.1. It is estimated that the total cost of the Project is $11,904,600. The remaining share will be paid by the Local Government. 80% of the eligible costs will be eligible for PROTECT funds in federal fiscal years 2024, 2025 and 2026. These amounts are $121,600, $121,600 and $91,200, respectively. 80% of the eligible costs will be eligible for STBG funds in federal fiscal year 2024 in the amount of $2,758,800.

5.2. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

5.3. Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2023 for federal fiscal year 2024, October 1, 2024 for federal fiscal year 2025, and October 1, 2025 for federal fiscal year 2026. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).

5.4. The Local Government will make requests for reimbursement in accordance with the payment provisions in MnDOT Contract Number dcp(1052133), which is incorporated by reference, and will comply with the requirements of 2 CFR Part 200.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Angela Murphy, or her successor.

Title: State Aid, Federal Plans Engineer

Phone: 612-271-6210

Email: angela.murphy@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Local Government's Authorized Representative is:

Name: Joe Triplett, or his/her successor.

Title: Chisago County Engineer

Phone: 651-213-8708

Email: joe.triplett@chisagocountymn.gov

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

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

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

7.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

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

7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent

for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

9.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.

9.3. If Local Government expends $750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

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

12. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

13.1. **Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota,

including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:

13.3.1. Funding is not obtained from the Minnesota Legislature; or

13.3.2. 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 Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

13.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17. **Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal

Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

17.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

17.1.2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

17.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

17.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

17.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

17.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

17.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

17.1.10. Local Government will comply with 2 CFR § 200.323.

17.1.11. Local Government will comply with 2 CFR § 200.216.

17.1.12. Local Government will comply with 2 CFR § 200.322.

17.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

17.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

17.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

17.5. **Federal Funding Accountability and Transparency Act (FFATA).**

17.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

17.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

17.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.

17.5.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.

17.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

Chisago County
Chisago County certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By:_____

Title:_____

Date:_____

DEPARTMENT OF TRANSPORTATION

By:_____

Title: State Aid Engineer

Date:_____

COMMISSIONER OF ADMINISTRATION

By:_____

Title:_____

Date:_____

By:_____

Date:_____

Reviewed and Approved to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

Jeffrey B. Fuge
Assistant County Attorney
January 10, 2024

SAMPLE RESOLUTION FOR AGENCY AGREEMENT

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Chisago County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the **Chairman* and the **Auditor* are hereby authorized and directed for and on behalf of Chisago County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1055466," a copy of which said agreement was before the County Board and which is made a part hereof by reference.

**Titles of persons authorized to sign on behalf of the* County*

SAMPLE CERTIFICATION

STATE OF MINNESOTA

COUNTY OF_____

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by Chisago County name at a duly authorized meeting thereof held on the _____ day of _____, 20___, as shown by the minutes of said meeting in my possession.

_____

Auditor

Notary Public

My Commission expires _____

(SEAL)

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO: 23/0117-XX
CSAH 10 FEDERAL FUNDS ADVANCE RESOLUTION

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the County of Chisago to accept as its agent, federal funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Board Chair is hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1055466", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

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: January 17, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

TAB 4

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Tuesday, January 2, 2024

At 9:00 a.m., Tuesday, January 2, 2024, in the Board Room of the Government Center, the Clerk of the Board convened the Annual Organizational Meeting of the Chisago County Board of Commissioners with the following members present: Swenson, Greene, Dunne, Montzka, and Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and Assistant County Attorney Jeff Fuge.

The Clerk of the Board led the assembly in the Pledge of Allegiance.

The Clerk of the Board called for a motion to approve the agenda.

On motion by Montzka, seconded by Greene, the Board moved to approve the agenda for the Board of Commissioners meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

The Clerk of the Board then called for nominations for Chair for 2024.

Commissioner Montzka nominated Commissioner Dunne for Board Chair for 2024, seconded by Commissioner Swenson. Upon multiple calls, there were no other nominations.

The Clerk then called for a roll call vote of the candidates: Commissioner Swenson voted for Commissioner Dunne. Commissioner Dunne voted for herself. Commissioner Greene voted for Commissioner Dunne. Commissioner Montzka voted for Commissioner Dunne. Commissioner Dahlberg voted for Commissioner Dunne, whereupon the Clerk declared Commissioner Dunne as Chair of the Board for 2024.

The newly declared Chair for 2024, Commissioner Dunne, called for nominations for Vice Chair for 2024.

Commissioner Greene nominated Commissioner Dahlberg, seconded by Commissioner Montzka. Upon call, there were no other nominations.
Chair Dunne called for a roll call vote on Commissioner Dahlberg as Vice Chair, Commissioner Swenson voted aye, Commissioner Dunne voted aye, Commissioner Greene voted aye, Commissioner Montzka voted aye, and Commissioner Dahlberg voted aye. Chairperson Dunne declared Commissioner Dahlberg as Vice-Chair of the Board for 2024.

2024 Board Chair Dunne – Opening Remarks

On motion by Montzka, seconded by Greene, the Board moved to adopt the attached Chisago County Board of Commissioner's Operating Guidelines for 2024 amended to state that Citizen's Forum is at the end of county business at every board meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Commissioner Montzka offered a motion to adopt the 2024 Chisago County Board of Commissioners Meeting Schedule via the attached Resolution and changing the July 3, 2024, at 6:30 p.m. meeting to July 2, 2024, at 6:30 p.m. Motion seconded by Greene.

RESOLUTION NO. 24/0102-1
DEFINING THE 2024 MEETING SCHEDULE
FOR THE CHISAGO COUNTY BOARD OF COMMISSIONERS

BE IT RESOLVED, by the Chisago County Board of Commissioners that next regular meeting of the Chisago County Board of Commissioners shall be held in Suite 160 (County Boardroom) of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota, on Wednesday, January 17th, 2024, commencing at 6:30 p.m.; and

BE IT FURTHER RESOLVED, by the Chisago County Board of Commissioners that from and after January 3rd, 2024, regular meetings of the Chisago County Board of Commissioners shall be held in Suite 160 (County Boardroom) of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota, on the first and third Wednesday of each month, commencing at 6:30 p.m. on the first Wednesday of each month and commencing at 6:30 p.m. on the third Wednesday of each month; and

BE IT FURTHER RESOLVED, that the meetings on the first Wednesday of each month shall start with the Health & Human Services Committee of the Whole and followed by the Citizen's Forum after all business has been completed; and

BE IT FURTHER RESOLVED, the meetings on the third Wednesday of each month shall start with the Road & Bridge Committee of the Whole and followed by the Citizen's Forum after all business has been completed; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 1, Minnesota Statutes, a schedule of the regular meetings of the Chisago County Board of Commissioners shall be kept on file at its primary offices, located in Suite 170 of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota; and

BE IT FURTHER RESOLVED, that if any such regularly scheduled meeting of the County Board falls on a legal holiday pursuant to Section 645.44, Subd. 5, Minnesota Statutes, the regular meeting of the County Board shall be held on the day following such legal holiday; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 2, Minnesota Statutes, Special Meetings of the Chisago County Board of Commissioners may be called by posting notice of the meeting on the County's principal bulletin board and with three days' notice published in the official newspaper or mailed to each person who has filed a written request for such meetings; and

TAB 4

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Tuesday, January 2, 2024

At 9:00 a.m., Tuesday, January 2, 2024, in the Board Room of the Government Center, the Clerk of the Board convened the Annual Organizational Meeting of the Chisago County Board of Commissioners with the following members present: Swenson, Greene, Dunne, Montzka, and Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and Assistant County Attorney Jeff Fuge.

The Clerk of the Board led the assembly in the Pledge of Allegiance.

The Clerk of the Board called for a motion to approve the agenda.

On motion by Montzka, seconded by Greene, the Board moved to approve the agenda for the Board of Commissioners meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

The Clerk of the Board then called for nominations for Chair for 2024.

Commissioner Montzka nominated Commissioner Dunne for Board Chair for 2024, seconded by Commissioner Swenson. Upon multiple calls, there were no other nominations.

The Clerk then called for a roll call vote of the candidates: Commissioner Swenson voted for Commissioner Dunne. Commissioner Dunne voted for herself. Commissioner Greene voted for Commissioner Dunne. Commissioner Montzka voted for Commissioner Dunne. Commissioner Dahlberg voted for Commissioner Dunne, whereupon the Clerk declared Commissioner Dunne as Chair of the Board for 2024.

The newly declared Chair for 2024, Commissioner Dunne, called for nominations for Vice Chair for 2024.

Commissioner Greene nominated Commissioner Dahlberg, seconded by Commissioner Montzka. Upon call, there were no other nominations.
Chair Dunne called for a roll call vote on Commissioner Dahlberg as Vice Chair, Commissioner Swenson voted aye, Commissioner Dunne voted aye, Commissioner Greene voted aye, Commissioner Montzka voted aye, and Commissioner Dahlberg voted aye. Chairperson Dunne declared Commissioner Dahlberg as Vice-Chair of the Board for 2024.

2024 Board Chair Dunne – Opening Remarks

On motion by Montzka, seconded by Greene, the Board moved to adopt the attached Chisago County Board of Commissioner's Operating Guidelines for 2024 amended to state that Citizen's Forum is at the end of county business at every board meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Commissioner Montzka offered a motion to adopt the 2024 Chisago County Board of Commissioners Meeting Schedule via the attached Resolution and changing the July 3, 2024, at 6:30 p.m. meeting to July 2, 2024, at 6:30 p.m. Motion seconded by Greene.

RESOLUTION NO. 24/0102-1
DEFINING THE 2024 MEETING SCHEDULE
FOR THE CHISAGO COUNTY BOARD OF COMMISSIONERS

BE IT RESOLVED, by the Chisago County Board of Commissioners that next regular meeting of the Chisago County Board of Commissioners shall be held in Suite 160 (County Boardroom) of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota, on Wednesday, January 17th, 2024, commencing at 6:30 p.m.; and

BE IT FURTHER RESOLVED, by the Chisago County Board of Commissioners that from and after January 3rd, 2024, regular meetings of the Chisago County Board of Commissioners shall be held in Suite 160 (County Boardroom) of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota, on the first and third Wednesday of each month, commencing at 6:30 p.m. on the first Wednesday of each month and commencing at 6:30 p.m. on the third Wednesday of each month; and

BE IT FURTHER RESOLVED, that the meetings on the first Wednesday of each month shall start with the Health & Human Services Committee of the Whole and followed by the Citizen's Forum after all business has been completed; and

BE IT FURTHER RESOLVED, the meetings on the third Wednesday of each month shall start with the Road & Bridge Committee of the Whole and followed by the Citizen's Forum after all business has been completed; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 1, Minnesota Statutes, a schedule of the regular meetings of the Chisago County Board of Commissioners shall be kept on file at its primary offices, located in Suite 170 of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota; and

BE IT FURTHER RESOLVED, that if any such regularly scheduled meeting of the County Board falls on a legal holiday pursuant to Section 645.44, Subd. 5, Minnesota Statutes, the regular meeting of the County Board shall be held on the day following such legal holiday; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 2, Minnesota Statutes, Special Meetings of the Chisago County Board of Commissioners may be called by posting notice of the meeting on the County's principal bulletin board and with three days' notice published in the official newspaper or mailed to each person who has filed a written request for such meetings; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 3, Minnesota Statutes, Emergency Meetings may be called when, in the judgment of the Chisago County Board of Commissioners, circumstances require immediate consideration, and a good faith effort is made to contact the media and each person who has filed a written request for notice of such meetings.

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

Commissioner Greene offered a motion to establish the 2024 mileage reimbursement rate equal to the federal maximum allowable rate; as $0.67 per mile, and to establish the 2024 mileage reimbursement rate at $0.35 per mile, when at the driver's discretion, a personal vehicle is used, rather than an available County vehicle and the rates set by the GSA for lodging and meals. Motion seconded by Swenson. The original motion **carried** as follows: 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 approve the attached resolution affirming the County's policy regarding routine Personnel and Human Resource Actions.

RESOLUTION NO. 24/0102-2
DELEGATING CERTAIN HUMAN RESOURCE AND PERSONNEL FUNCTIONS TO COUNTY ADMINISTRATOR

WHEREAS, Minnesota Statute § 375.18, subd. 2 provides that a County Board has the power to manage county business and make orders concerning them as it deems expedient; and

WHEREAS, Minnesota Statute § 375A.06 sets forth the functions of the County Administrator as exercising general supervision over all county institutions and agencies and responsible for proper administration of county affairs, with those relating to certain Human Resources and Personnel management requiring approval of the County Board; and

WHEREAS, the County Attorney has opined that certain elements of such personnel and human resource functions may be delegated to the Administrator at the discretion of the County Board.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Chisago County that the following Personnel and Human Resource functions are hereby delegated to the Administrator:

- Routine, perfunctory Step Increases for County employees, when duly included in the Board-approved Annual Budget and in Board-approved labor agreements (represented) and personnel policies (non-represented).
- Routine recruitment, selection and hiring processes for County employees below the level of Department Director, pursuant to County Personnel Policies and Procedures, when such position's FTE is duly established and when such position's funding is included in the Board-approved Annual Budget.

- Those personnel actions relating to employee retirement, resignation, discipline and termination of County employees below the level of Department Director, pursuant to federal and state statutes and subject to County Board-approved labor agreements, and personnel policies and procedures.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Board of Chisago County that such delegation, intended to facilitate more timely action on certain personnel issues and increasing organizational efficiency, will be annually reviewed and affirmed by the County Board.
The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to approve, by Resolution, the 2024 Commissioners' Committee Assignments, as designated at today's meeting.

RESOLUTION NO. 24/0102-3
COUNTY COMMISSIONER
COMMITTEE ASSIGNMENTS FOR 2024

WHEREAS, M.S. 375.055 and 375.06 set forth the authorization for compensation of Minnesota County Commissioners; and

WHEREAS, Chisago County Commissioners are eligible to receive per diem payments in accordance with the above-referenced statutes;

NOW, THEREFORE, BE IT RESOLVED, that Commissioners may receive payment of per diem for meetings and conduct of official county business pursuant to statutory definition and further subject to County Attorney approval.

BE IT FURTHER RESOLVED, that in instances in which a commissioner might be separately authorized to receive a per diem for which there is a statutory basis apart from the one authorized for work as a county commissioner, Chisago County will deny the per diem payment to that Commissioner. Accordingly, a County Commissioner may not receive two per diems for the same meeting.

BE IT FURTHER RESOLVED, that Commissioners may be allowed and paid for actual and necessary traveling expenses incurred while attending meetings of the County Board, or while performing official duties as County Commissioner, or while serving on a board, committee or commission or for expenses reasonably incurred by a Commissioner in performance of the Commissioner's official duties

BE IT FURTHER RESOLVED, that the following list of committees be deemed eligible for per diem reimbursement under provisions of M.S. 375.055 and 375.06 and that, while an individual commissioner shall usually attend and participate in the work of the

respective committees as the designated representative or seated alternate, any Commissioner may participate in the committee's work and receive mileage only for said participation:

Association of MN Counties

Budget & Finance Committee

Central Minnesota Council on Aging

Chisago County Emergency Preparedness Committee

Chisago County Jail/Law Enforcement Center/Emergency Communications Committee

Chisago Lakes Joint Sewer Commission

Chisago/Ramsey/Washington Commuter Rail Study – Rush Line Task Force

East Central Regional Library Board

East Central Solid Waste & 2-County Landfill, Recycling

East Central Regional Development Commission; *(PLUS Subcommittee - Metro Area Transportation Partnership)*

Health & Human Services Committee of the Whole *(PLUS Subcommittee - HHS Subcommittee)*

Highway 8 Task Force

HRA-EDA Board

Human Resources/Labor Negotiations/Insurance

Joint Job Training Board (*PLUS Subcommittees: A)CMJTS, Inc. Operations Committee; B) WIB Executive Committee; C) Workforce Development Committee)*

Lakes & Pines Community Action Council Board; *(PLUS Subcommittee – Negotiations)*

Law Library, Court Liaison

Legislative Committee – (NOTE - Mileage ONLY/NO Per Diems)

Metropolitan Emergency Services Board (MESB); *(PLUS Subcommittees: A) Executive; B) Radio Cost Allocation Committee)*

NACO

Parks Board

Planning Commission

Public Health Commission

Regional Juvenile Detention Facility – Lino Lakes

Road & Bridge Committee of the Whole

South Center/South Lindstrom Sanitary Sewer District

Solid Waste Advisory Committee

Township Association

U of MN Extension Committee

Water Plan Policy Team *(PLUS Subcommittee – Metro Area Water Supply Advisory Council)*

Lower St. Croix One Watershed One Plan

Lakes Improvement District
MN Inter County Association
Chisago County Facilities Committee
Chisago County Technology Committee
Opioid Advisory Council

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

On motion by Greene, seconded by Dahlberg, the Board moved to reaffirm the Chisago County Press as the Newspaper for Official Publications for 2023-25. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

2024 Citizen Appointments to Various Boards/Committees/Commissions

Board of Adjustment and Appeals:
District 3 – 1/2/2024 – 1/5/2027: Gregg Carlson (reappointment)
District 5 – 1/2/2024 – 1/5/2027: John Sutcliffe (reappointment), Curtis DeYoung
Chris DuBose – District 2

On motion by Greene, seconded by Montzka, the Board moved to appoint Gregg Carlson as a representative on the Board of Adjustment and Appeals for District 3 effective 1/2/2024 thru 1/5/2027. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Montzka, the Board moved to appoint John Sutcliffe as a representative on the Board of Adjustment and Appeals for District 5 effective 1/2/2024 thru 1/5/2027. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Extension Committee:
District 1 – 1/2/2024 – 1/5/2027
District 3 – 1/2/2024 – 1/5/2027
At-Large – 1/2/2024 – 1/5/2027; Lawrence Nelson District 5

On motion by Swenson, seconded by Montzka, the Board moved to appoint Lawrence Nelson as a representative on the Extension Committee At-Large effective 1/2/2024 thru 1/5/2027. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

HRA-EDA:

- District 1 – 5-year term 1/2/2024 – 12/31/2028: Nathan Keech (reappointment), Kathy Bloomquist
- Chris DuBose – District 2

Chair Dunne gave the gavel to Vice Chair Dahlberg.

On motion by Dunne, seconded by Greene, the Board moved to appoint Nathan Keech as a representative on the HRA-EDA for District 1 effective 1/2/2024 thru 12/31/2028. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Vice Chair Dahlberg gave the gavel to Chair Dunne.

Library Board:

At Large – 1/2/2024 – 1/5/2027; Patricia Frank (reappointment)

On motion by Swenson, seconded by Montzka, the Board moved to appoint Patricia Frank as a representative on the East Central Regional Library Board At-Large effective 1/2/2024 thru 1/5/2027. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Park Board:

District 3 – 1/2/2024 – 1/5/2027: Gregg Carlson (reappointment)
District 4 – 1/2/2024 – 1/5/2027: Monica Wick (reappointment)

On motion by Montzka, seconded by Greene, the Board moved to appoint Gregg Carlson as the District 3 representative on the Park Board effective 1/2/2024 thru 1/5/2027. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Swenson, the Board moved to appoint Monica Wick as the District 4 representative on the Park Board effective 1/2/2024 thru 1/5/2027. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None

Planning Commission:

District 2 – 1/1/2024 – 12/31/2026: Dave Whitney (reappointment)
District 5– 1/1/2024 – 12/31/2026: Eric Levian (reappointment), Frank Storm, Curtis DeYoung

On motion by Greene, seconded by Dahlberg, the Board moved to appoint Dave Whitney as the District 2 representative on the Planning Commission effective 1/1/2024 thru 12/31/2026.

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 appoint Eric Levian as the District 5 representative on the Planning Commission effective 1/1/2024 thru 12/26/2026. The motion carried as follows: **IN FAVOR THEREOF**: Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED**: None.

Water Plan Policy Team:

At-Large – 1/2/2024 – 1/5/2027

On motion by Montzka, seconded by Dahlberg, the Board moved to readvertise for vacant citizen appointments to various boards/committees/commissions and to appoint in one month. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Swenson, the Board moved to authorize County Auditor-Treasurer Bridgitte Konrad to re-designate First Resource Bank as a depository of Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Dahlberg, the Board moved to open the Public Hearing at 9:35 a.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Public Hearing:
TIME – 9:35 a.m. **END TIME** – 9:35 a.m.
# of SPEAKERS – 0

On motion by Montzka, seconded by Greene, the Board moved to close the Public Hearing at 9:35 a.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Board of Commissioners' Consent Agenda:

12. Authorize 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.
13. Approve Minutes of December 20, 2023, Regular Meeting
14. Applications for Abatements (reduction) of Property Taxes

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

On motion by Greene, seconded by Dahlberg, the Board moved to adopt the 2024 Chisago County Fee Schedule effective January 2, 2024.

RESOLUTION NO. 24/0102-4
2024 CHISAGO COUNTY FEE SCHEDULE

WHEREAS, the Chisago County Board of Commissioners may charge fees for services provided by any County office, official, department, court, or employee; and

WHEREAS, there is a reasonable relation between the fees contained in this schedule and the cost of providing the services; and

WHEREAS, Minnesota Statutes state that these service fees, charges, and rates must be established;

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Board of Chisago County that 2024 Fee Schedule is adopted and effective January 2, 2024.
The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Swenson, the Board moved to approve and authorize the Professional/Technical Services Agreement for Special Assistant Chisago County Attorney as an independent contractor, for an employee for a period of 180 days January 2, 2024, through June 30, 2024, with specified 'not-to-exceed" terms. 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 approve the December 19, 2023, County Parks 2024 GMC Silverado 3500 4x4 at a cost of $43,275.00 and 3500 Tipper Box at a cost of $17,148.00 under Cooperative purchase price from the State of Minnesota not to exceed $60,423 as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Swenson, the Board moved to approve payment for Chisago County Mountain Bike Construction Services Invoice #00033 order request from Pathfinder Trail Building LLC. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve Quote #4490881 submitted by CleanHarbors to pump-out, clean-out the used motor oil tank, and dispose of the PCB contaminated used motor oil contents, at the HHW.
The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Dahlberg, the Board moved to approve the out-of-state travel requests to Cedar Falls, Iowa for the purpose to attend supervisory training. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Citizen's Forum:
TIME – 10:04 a.m. **END TIME** – 10:04 a.m.
# of SPEAKERS – 0

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

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

On motion by Swenson, seconded by Greene, the Board adjourned at 10:07 a.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

_____
Commissioner Marlys Dunne, Chair

Attest:_____
Christina Vollrath
Clerk, County Board

CHISAGO COUNTY
BOARD OF COMMISSIONERS
January 17, 2024

TAB 5

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $1,697,599.05

Please authorize payment for the following Human Services Warrants

Check Date	Amount		Board Date	Type of Check/Payments
1/19/2024	$ 51,556.17		1/17/2024	Commissioners Warrants
12/29/2023	$ 9,616.09			Auditors Warrants
1/5/2023	$ 79,662.71			Auditor Warrants
	$140,834.97	Total		

Clean Up Payments: $22,848.16 General Revenue Fund
$51,883.07 Road and Bridge Fund

Lake Area Bank; Derek Anklan; Sheriff; supplies; $98.96
Lake Area Bank; Chase Burnham; Administration; supplies; $284.47
Lake Area Bank; Jon Eckel; Enterprise Services; supplies; $810.00
Lake Area Bank; Karen Gates; Human Resources; supplies; $304.00
Lake Area Bank; Mark Hendrickson; Probation; supplies; $446.35
Lake Area Bank; Bridgitte Konrad; Auditor; registration; $300.00
Lake Area Bank; Andrew Mahowald; Sheriff; supplies, conference; $815.36
Lake Area Bank; Daryl Moeller; Assessor; registration; $840.00
Lake Area Bank; James Mott; Sheriff; supplies; $328.00
Lake Area Bank; Kyle Puelston; Sheriff; registration, supplies; $286.70
Lake Area Bank; Janet Reiter; County Attorney; travel, supplies; $2,233.38
Lake Area Bank; Brandon Thyen; Sheriff; registration; $489.35
Lake Area Bank; Joseph Triplett; Public Works; registration; $1,043.98
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; $20.97
Lake Area Bank; Justin Wood; Sheriff; registration; $247.24
Lake Area Bank; Polly Zais; Sheriff; supplies; $164.45
Lake Area Bank; Todd McMurray; HHS; registration; $857.80
Lake Area Bank; Tracy Krona; HHS; supplies, registration; $1,481.35

- All invoices available with the Clerk of the Board

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	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	10292	**AMAZON CAPITAL SERVICES**							
1		05-420-600-0000-6401			19.67	SUPPLIES 01/05/2024 01/05/2024	1TVL-YDNR-CHPG	General Supplies	N
1		05-430-700-0000-6401			40.49	SUPPLIES 01/05/2024 01/05/2024	1TVL-YDNR-CHPG	General Supplies	N
1		05-451-430-0000-6401			55.53	SUPPLIES 01/05/2024 01/05/2024	1TVL-YDNR-CHPG	General Supplies	N
	10292	**AMAZON CAPITAL SERVICES**			**115.69**	**3** Transactions			
	2246	**ANDERSEN/JENNIFER**							
3		05-420-600-0131-6335	AP	4	136.24	TRAVEL EXPENSE-MILEAGE 12/05/2023 12/29/2023		Clerical Travel	N
	2246	**ANDERSEN/JENNIFER**			**136.24**	**1** Transactions			
	[redacted]	[redacted]							
2		05-451-480-0000-6846	AP	4	900.00	WORKFORCE ANALYSIS&DEVELOPMENT 12/01/2023 12/31/2023		Workforce Grant Expense	Y
	[redacted]	[redacted]			**900.00**	**1** Transactions			
	2615	**ASL INTERPRETER SERVICES INC**							
4		05-420-650-0000-6004	AP	4	138.00	[redacted] 12/08/2023 12/08/2023	1=23.16635	Ma Access Services	N
	2615	**ASL INTERPRETER SERVICES INC**			**138.00**	**1** Transactions			
	10071	**ASSOCIATION OF MN COUNTIES**							
5		05-420-600-0000-6240			1,359.04	MACSSA 2024 ANNUAL DUES 01/01/2024 12/31/2024	67476	Registration Fees	N
6		05-430-700-0000-6240			2,192.00	MACSSA 2024 ANNUAL DUES 01/01/2024 12/31/2024	67476	Registration Fees	N
7		05-451-430-0000-6245			832.96	MACSSA 2024 ANNUAL DUES 01/01/2024 12/31/2024	67476	Conferences, Training And Dues	N
8		05-451-430-0000-6245			3,420.00	LPHA 2024 ANNUAL DUES 01/01/2024 12/31/2024	67713	Conferences, Training And Dues	N
	10071	**ASSOCIATION OF MN COUNTIES**			**7,804.00**	**4** Transactions			
	1194	**BACH/SARAH**							
9		05-430-700-0128-6335	AP	4	8.00	TRAVEL EXPENSE-PARKING 12/06/2023 12/06/2023		Child Prot Staff Travel	N
	1194	**BACH/SARAH**			**8.00**	**1** Transactions			

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Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
1198	**BOOKER/KIMBERLY**							
10	05-430-700-0128-6335	AP	4	129.50	TRAVEL EXPENSE-MILEAGE 12/08/2023 12/22/2023		Child Prot Staff Travel	N
1198	**BOOKER/KIMBERLY**			**129.50**	**1** Transactions			
9280	**Bright Star Consulting LLC**							
11	05-451-440-0000-6837	AP	4	4,500.00	CONTRACTED COMMUNITY HEALTH 12/11/2023 12/31/2023		Federal Vaccine Grant Exp 04/21-12/21	N
9280	**Bright Star Consulting LLC**			**4,500.00**	**1** Transactions			
3649	**BROWN/BRYAN T**							
12	05-121-000-0000-6850			400.00	NACVSO REGISTRATION 05/13/2024 05/17/2024		Op Enhancement Grant Expense	N
3649	**BROWN/BRYAN T**			**400.00**	**1** Transactions			
30069	**CHISAGO COUNTY PRESS**							
13	05-121-000-0000-6850	AP	4	260.00	COFFEE TALK ADVERTISEMENT 12/28/2023 12/28/2023	166296-50	Op Enhancement Grant Expense	N
30069	**CHISAGO COUNTY PRESS**			**260.00**	**1** Transactions			
30071	**CHISAGO COUNTY RECORDER**							
14	05-420-600-0000-6243	DTF	5	46.00	RECORDER FEES 12/19/2023 12/19/2023	2023-428	Recorder Fees	N
30071	**CHISAGO COUNTY RECORDER**			**46.00**	**1** Transactions			
1263	**CHRISTENSON/BRANDIE**							
15	05-451-470-0000-6335	AP	4	30.60	TRAVEL EXPENSE-MILEAGE 12/06/2023 12/29/2023		Worker Travel	N
64	05-451-470-0000-6844	AP	4	160.31	TRAVEL EXPENSE-MILEAGE 12/06/2023 12/29/2023		MECSH Grant Exp	N
1263	**CHRISTENSON/BRANDIE**			**190.91**	**2** Transactions			
30177	**CINTAS CORPORATION**							
17	05-420-600-0000-6241	AP	4	6.67	WEEKLY RUG SERVICE 12/26/2023 12/26/2023	4178160999	General Administration	N
17	05-430-700-0000-6241	AP	4	13.33	WEEKLY RUG SERVICE 12/26/2023 12/26/2023	4178160999	General Administration	N
17	05-451-430-0000-6800	AP	4	15.09	WEEKLY RUG SERVICE 12/26/2023 12/26/2023	4178160999	Other Expense	N
16	05-420-600-0000-6241			6.67	WEEKLY RUG SERVICE	4178753869	General Administration	N

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	Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
						01/02/2024 01/02/2024			
16		05-430-700-0000-6241			13.33	WEEKLY RUG SERVICE	4178753869	General Administration	N
						01/02/2024 01/02/2024			
16		05-451-430-0000-6800			15.09	WEEKLY RUG SERVICE	4178753869	Other Expense	N
						01/02/2024 01/02/2024			
18		05-420-600-0000-6241			6.67	WEEKLY RUG SERVICE	4179517413	General Administration	N
						01/08/2024 01/08/2024			
18		05-430-700-0000-6241			13.33	WEEKLY RUG SERVICE	4179517413	General Administration	N
						01/08/2024 01/08/2024			
18		05-451-430-0000-6800			15.09	WEEKLY RUG SERVICE	4179517413	Other Expense	N
						01/08/2024 01/08/2024			
	30177	**CINTAS CORPORATION**			**105.27**	**9** Transactions			
	1342	**CRESCENT TIDE**							
19		05-420-622-0000-6006	AP	4	941.00	[redacted]		Burials General Relief	Y
						05/30/2023 05/30/2023			
	1342	**CRESCENT TIDE**			**941.00**	**1** Transactions			
	40105	**DATABANK IMX LLC**							
20		05-420-600-0000-6279	AP	4	17,195.24	NORTHWOODS CONSULTING	6112018851	Consulting	Y
						12/27/2023 12/27/2023			
	40105	**DATABANK IMX LLC**			**17,195.24**	**1** Transactions			
	9208	**DBT Associates, LLP**							
21		05-430-700-0127-6240			575.00	DBT SKILLS TRAINING	ALLEN.THERESA	Mh Training	Y
						03/18/2024 03/20/2024			
	9208	**DBT Associates, LLP**			**575.00**	**1** Transactions			
	9097	**Debel/Jessica**							
22		05-430-700-0134-6335	AP	4	22.37	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
						12/06/2023 12/27/2023			
23		05-430-700-0137-6335	AP	4	52.18	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
						12/06/2023 12/27/2023			
	9097	**Debel/Jessica**			**74.55**	**2** Transactions			
	10501	**DELL MARKETING LP**							
25		05-430-700-0000-6481			168.19	DELL 24 MONITOR	10723286358	Computer Hardware	Y
						01/08/2024 01/08/2024			
24		05-430-700-0000-6481			168.19	DELL 24 MONITOR	10823278290	Computer Hardware	Y
						01/08/2024 01/08/2024			

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	Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	10501	**DELL MARKETING LP**			**336.38**	**2** Transactions			
	5160	**DHS MAPS**							
26		05-430-720-3140-6051	DTG	6	2,136.00	BSFE CO MATCH 11/01/2023 11/30/2023	A300MC13250I	Pos Other Child Care	N
	5160	**DHS MAPS**			**2,136.00**	**1** Transactions			
	8508	**ELLIOTT/JENNIFER**							
27		05-430-700-0127-6335	AP	4	101.85	TRAVEL EXPENSE-MILEAGE 11/07/2023 11/30/2023		Mh Travel	N
28		05-430-700-0127-6335	AP	4	80.85	TRAVEL EXPENSE-MILEAGE 12/06/2023 12/22/2023		Mh Travel	N
	8508	**ELLIOTT/JENNIFER**			**182.70**	**2** Transactions			
	50116	**ENTERPRISE FM TRUST**							
32		05-121-000-0000-6630			1,036.66	HHS MOTOR POOL LEASE CHARGES 01/01/2024 01/31/2024	447564	Vehicle Leases	N
30		05-420-600-0000-6630			374.33	HHS MOTOR POOL LEASE CHARGES 01/01/2024 01/31/2024	447564	Vehicle Leases	N
29		05-430-700-0000-6630			603.77	HHS MOTOR POOL LEASE CHARGES 01/01/2024 01/31/2024	447564	Vehicle Leases	N
31		05-451-430-0000-6630			229.43	HHS MOTOR POOL LEASE CHARGES 01/01/2024 01/31/2024	447564	Vehicle Leases	N
	50116	**ENTERPRISE FM TRUST**			**2,244.19**	**4** Transactions			
	[redacted]	[redacted]							
35		05-451-440-0000-6837			2,981.28	CONTRACTED COMMUNITY HEALTH 12/25/2023 01/07/2024		Federal Vaccine Grant Exp 04/21-12/21	Y
	[redacted]	[redacted]			**2,981.28**	**1** Transactions			
	5978	**HENNEPIN COUNTY**							
38		05-420-650-0000-6005	DTG	6	9.23	MEDICAL TRANSPORTATION ADM 12/29/2023 12/29/2023	215448	Ma Transportation	N
37		05-420-650-0000-6005	DTG	6	327.67	MEDICAL TRANSPORTATION ADM 12/29/2023 12/29/2023	215449	Ma Transportation	N
36		05-420-650-0000-6005	DTG	6	267.67	MEDICAL TRANSPORTATION ADM 12/15/2023 12/15/2023	216606	Ma Transportation	N
	5978	**HENNEPIN COUNTY**			**604.57**	**3** Transactions			
	3540	**IHRKE/KELLY**							

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	Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
39		05-430-700-0127-6240	AP	4	145.00	LADC LICENSURE FEE 11/28/2023 11/28/2023		Mh Training	N
	3540	**IHRKE/KELLY**			**145.00**	**1** Transactions			
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**							
40		05-420-600-0000-6401	AP	4	40.43	SUPPLIES 12/28/2023 12/28/2023	4419591	General Supplies	N
41		05-420-600-0000-6401			25.75	SUPPLIES 01/04/2024 01/04/2024	4424529	General Supplies	N
43		05-451-430-0000-6401			46.12	SUPPLIES 01/08/2024 01/08/2024	4427722	General Supplies	N
42		05-420-600-0000-6401			25.79	SUPPLIES 01/08/2024 01/08/2024	4427727	General Supplies	N
42		05-430-700-0000-6401			53.11	SUPPLIES 01/08/2024 01/08/2024	4427727	General Supplies	N
42		05-451-430-0000-6401			72.83	SUPPLIES 01/08/2024 01/08/2024	4427727	General Supplies	N
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**			**264.03**	**6** Transactions			
	4155	**KNUTSON/ALICIA**							
44		05-430-700-0127-6335		4	233.72	TRAVEL EXPENSE-MILEAGE 12/15/2023 12/21/2023		Mh Travel	N
	4155	**KNUTSON/ALICIA**			**233.72**	**1** Transactions			
	49219	**KOWALKE/WENDY**							
45		05-121-000-0000-6850			400.00	NACVSO REGISTRATION 05/13/2024 05/17/2024		Op Enhancement Grant Expense	N
	49219	**KOWALKE/WENDY**			**400.00**	**1** Transactions			
	8722	**Kulzer/Sarah**							
46		05-430-700-0128-6335	AP	4	42.35	TRAVEL EXPENSE-MILEAGE 12/11/2023 12/14/2023		Child Prot Staff Travel	N
	8722	**Kulzer/Sarah**			**42.35**	**1** Transactions			
	7327	**LEWIS/NICOLE**							
47		05-430-700-0134-6335	AP	4	10.48	TRAVEL EXPENSE-MILEAGE 12/20/2023 12/27/2023		DD Worker Travel	N
48		05-430-700-0137-6335	AP	4	24.48	TRAVEL EXPENSE-MILEAGE 12/20/2023 12/27/2023		Adult Services Travel	N

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	Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	7327	**LEWIS/NICOLE**			**34.96**	**2** Transactions			
	10007	**LEXISNEXIS RISK SOLUTIONS**							
49		05-420-600-0000-6241	AP	4	60.00	MONTHLY LEXIS/NEXIS - ACCURINT 12/01/2023 12/31/2023	1223200	General Administration	N
49		05-430-700-0000-6241	AP	4	90.00	MONTHLY LEXIS/NEXIS - ACCURINT 12/01/2023 12/31/2023	1223200	General Administration	N
	10007	**LEXISNEXIS RISK SOLUTIONS**			**150.00**	**2** Transactions			
	5203	**LUNDGREN/LISA**							
50		05-430-700-0128-6335	AP	4	127.40	TRAVEL EXPENSE-MILEAGE 11/16/2023 12/18/2023		Child Prot Staff Travel	N
	5203	**LUNDGREN/LISA**			**127.40**	**1** Transactions			
	4915	**MACVSO**							
51		05-121-000-0000-6850			500.00	MACVSO DUES 01/05/2024 01/05/2024	BROWN.BRYAN	Op Enhancement Grant Expense	N
	4915	**MACVSO**			**500.00**	**1** Transactions			
	5317	**MAFAS**							
52		05-420-600-0121-6240			45.00	MAFAS MEMBERSHIP 01/01/2024 12/31/2024	SKOGMAN.JESSICA	Financial Training	N
	5317	**MAFAS**			**45.00**	**1** Transactions			
	3868	**MCMURRAY/TODD**							
53		05-420-600-0130-6335	AP	4	4.90	TRAVEL EXPENSE-MILEAGE 12/28/2023 12/28/2023		Ss Director Travel	N
53		05-430-700-0130-6335	AP	4	7.35	TRAVEL EXPENSE-MILEAGE 12/28/2023 12/28/2023		Ss Director Travel	N
	3868	**MCMURRAY/TODD**			**12.25**	**2** Transactions			
	13308	**MN COUNTIES COMPUTER COOPERATIVE**							
54		05-451-430-0000-6245	AP	4	12.43	2023 CHS USER GROUP EXPENSES 11/29/2023 11/29/2023	2311246	Conferences, Training And Dues	N
	13308	**MN COUNTIES COMPUTER COOPERATIVE**			**12.43**	**1** Transactions			
	[redacted]	[redacted]							
55		05-451-470-0000-6844	AP	4	320.00	IMH CONSULTANT 12/11/2023 12/11/2023	2	MECSH Grant Exp	Y
56		05-451-470-0000-6844			440.00	IMH CONSULTANT	2	MECSH Grant Exp	Y

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Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
					01/08/2024 01/08/2024			
[redacted]	[redacted]			**760.00**	**2** Transactions			
14038	**NORTH CENTRAL**							
57	05-121-000-0000-6850	AP	4	313.67	VETERAN VAN REPAIRS	109989	Op Enhancement Grant Expense	N
					12/14/2023 12/14/2023			
14038	**NORTH CENTRAL**			**313.67**	**1** Transactions			
9284	**ROBERTS/MANDY**							
59	05-430-700-0000-6241	AP	4	12.73	CLIENT MEAL REIMBURSEMENT		General Administration	N
					12/11/2023 12/13/2023			
60	05-430-700-0000-6241			4.07	CLIENT MEAL REIMBURSEMENT		General Administration	N
					01/03/2024 01/03/2024			
58	05-430-700-0128-6335	AP	4	186.68	TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N
					12/07/2023 12/28/2023			
9284	**ROBERTS/MANDY**			**203.48**	**3** Transactions			
7176	**RUSH PRINTING INC**							
61	05-420-600-0000-6401	AP	4	697.18	CENTER CITY SUPPLIES	21743	General Supplies	N
					12/02/2023 12/02/2023			
61	05-430-700-0000-6401	AP	4	1,045.78	CENTER CITY SUPPLIES	21743	General Supplies	N
					12/02/2023 12/02/2023			
7176	**RUSH PRINTING INC**			**1,742.96**	**2** Transactions			
3350	**SCHNEIDER/RUSHESS**							
63	05-451-470-0000-6335	AP	4	56.73	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
					11/02/2023 11/30/2023			
62	05-451-470-0000-6844	AP	4	54.34	TRAVEL EXPENSE-MILEAGE		MECSH Grant Exp	N
					11/02/2023 11/30/2023			
3350	**SCHNEIDER/RUSHESS**			**111.07**	**2** Transactions			
7292	**SCOTT/HEATHER**							
65	05-430-700-0128-6335	AP	4	41.01	TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N
					11/30/2023 12/21/2023			
7292	**SCOTT/HEATHER**			**41.01**	**1** Transactions			
9119	**Snell/Frannie**							
34	05-430-700-0000-6241	AP	4	6.61	CLIENT MEAL REIMBURSEMENT		General Administration	N
					11/29/2023 12/06/2023			
33	05-430-700-0128-6335	AP	4	7.00	TRAVEL EXPENSE-PARKING		Child Prot Staff Travel	N

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						11/29/2023 12/06/2023			
	9119	**Snell/Frannie**			**13.61**	**2** Transactions			
	8703	**Stenson/Elizabeth**							
66		05-451-480-0000-6335	AP	4	234.49	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
						11/01/2023 11/21/2023			
	8703	**Stenson/Elizabeth**			**234.49**	**1** Transactions			
	7558	**SWENSON/MICHELLE**							
67		05-430-700-0134-6335	AP	4	32.42	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
						12/13/2023 12/27/2023			
68		05-430-700-0137-6335	AP	4	75.66	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
						12/13/2023 12/27/2023			
	7558	**SWENSON/MICHELLE**			**108.08**	**2** Transactions			
	8412	**THRON/KATE**							
69		05-430-700-0127-6335	AP	4	12.60	TRAVEL EXPENSE-MILEAGE		Mh Travel	N
						12/05/2023 12/20/2023			
	8412	**THRON/KATE**			**12.60**	**1** Transactions			
	20041	**TRIMIN SYSTEMS INC**							
70		05-420-600-0000-6260			992.00	IFS/SWS/ACS SUPPORT	15585	Computer Support	N
						01/01/2024 12/31/2024			
71		05-430-700-0000-6260			1,600.00	IFS/SWS/ACS SUPPORT	15585	Computer Support	N
						01/01/2024 12/31/2024			
72		05-451-430-0000-6260			608.00	IFS/SWS/ACS SUPPORT	15585	Computer Support	N
						01/01/2024 12/31/2024			
	20041	**TRIMIN SYSTEMS INC**			**3,200.00**	**3** Transactions			
	23105	**WEX BANK**							
76		05-121-000-0000-6561	AP	4	262.94	VETERAN VAN FUEL CHARGES	94169251	Gas And Oil	N
						12/01/2023 12/31/2023			
74		05-420-600-0000-6561	AP	4	156.84	HHS MOTOR POOL FUEL CHARGES	94169251	Gas And Oil	N
						12/01/2023 12/31/2023			
73		05-430-700-0000-6561	AP	4	252.96	HHS MOTOR POOL FUEL CHARGES	94169251	Gas And Oil	N
						12/01/2023 12/31/2023			
75		05-451-430-0000-6561	AP	4	96.13	HHS MOTOR POOL FUEL CHARGES	94169251	Gas And Oil	N
						12/01/2023 12/31/2023			
	23105	**WEX BANK**			**768.87**	**4** Transactions			

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Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
9261	**Wiger/Annalise**							
77	05-451-440-0000-6335	AP	4	74.67	TRAVEL EXPENSE-MILEAGE 12/21/2023 12/21/2023		Mileage/Travel	N
9261	**Wiger/Annalise**			**74.67**	**1** Transactions			
5 Fund Total:				**51,556.17**	**Health And Human Services**	**48 Vendors**	**90 Transactions**	
Final Total:				**51,556.17**	**48 Vendors**	**90 Transactions**		

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Recap by Fund	Fund	Amount	Name
	5	51,556.17	Health And Human Services
	All Funds	51,556.17	Total

Approved by, ...

. . . . . .

. . . . . .

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Chisago County Request For Board Action

Meeting Date: January 17, 2024	***Item Number:*** **6**
Title of Item for Consideration: Acceptance of 2023 Chisago County Donations	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration

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

Background: The County has received donations from businesses, organizations, and private individuals in 2023 and is requesting formal acceptance by the County Board of Commissioners by approving the attached resolution.

***Attachment(s)*:**

- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners accept the donations from various organizations for Chisago County programs and events. The suggested motion to approve is:

"Move to approve the resolution accepting donations to Chisago County in 2023."

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

Chisago County
Board of Commissioners

Acceptance of Donations by Chisago County for 2023

RESOLUTION NO: 24/0117-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:

- Trinity Lutheran Church: $500.00 for Project Lifesaver
- John and Danielle Furney: $365.00 for Project Lifesaver
- Tom Kieffer Agency: $75.00 for Children's Water Festival
- City of Rush City: $200.00 for Children's Water Festival
- Chisago County Parks and Trails Foundation: $5,000 for Parks

Chisago County Request For Board Action

Meeting Date: January 17, 2024	***Item Number:*** **7**
Title of Item for Consideration: Appointment of County Commissioners to Chisago County Election Canvassing Board	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	***Department:*** Auditor-Treasurer

Previous Action on this Matter: The County Board discussed this at the December 6, 2023 meeting and appointed Commissioners Green and Dunne to the Board. I had an error in my RBA of the dates for the Canvassing Board for the PNP and Primary Election.

Background: Pursuant to M.S. 204C.31 two members of the County Board need to be appointed to serve on the County Canvassing Board for the March 5, 2024 Presidential Nominating Primary, August 13, 2023 Primary Election and the November 5, 2024 General Election.

- Presidential Nominating Primary – March 7 or 8, 2024
- State Primary – August 15 or 16, 2024
- General Election – November 8 through 15, 2024

It is recommended the Canvassing Board meet March 8 at 10 a.m. for the Presidential Nominating Primary, August 16 at 10 a.m. for the State Primary and November 14 at 10 a.m. for the General Election.

The Canvassing Board consists of two County Commissioners who will not be on the ballot in 2024, the Court Administrator, the County Auditor-Treasurer and the mayor of the largest municipality.

Attachment(s):

- Minnesota Statutes 204C.31

Action Requested/Recommended: It is respectfully requested that the County Board appoint set the Canvassing Board schedule to set March 8, 2024, August 16, 2024 and November 14, 2024 each at 10 a.m. as the County Canvassing Board Meetings for the 2024 Elections. The suggested motion is as follows:

"Move to appoint Commissioners Greene and Dunne to the Chisago County Canvassing Board for the 2024 Presidential Nominating Primary, State Primary and General Elections pursuant to M.S. 204C.31, and to set March 8, 2024, August 16, 2024 and November 14, 2024 each at 10 a.m. as the County Canvassing Board Meetings for the 2024 Elections."

Implications of Action: By approving the recommended motion, the County will be in compliance with MN Stat. 204C.31.

***Budget/Financial Implications*:** The request will have minimal impact on the county budget if any.

***Legal/Policy Implications*:** The statutory requirement of M.S. 204C.31 will be met.

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

204C.31 CANVASSING BOARDS; MEMBERSHIP.

Subdivision 1. **County canvassing board.** The county canvassing board shall consist of the county auditor, the court administrator of the district court, the mayor or chair of the town board of the county's most populous municipality, and two members of the county board selected by the board from its members who are not candidates at the election. Any member of the canvassing board may appoint a designee to appear at the meeting of the board, except that no designee may be a candidate for public office. If one of these individuals fails to appear at the meeting of the canvassing board and in the absence of any selection by the county board from among its own members, the county auditor shall appoint an eligible voter of the county who is not a public official or a candidate for public office to fill the vacancy. Three members constitute a quorum.

Subd. 2. **State Canvassing Board.** The State Canvassing Board shall consist of the secretary of state, two judges of the supreme court, and two judges of the district court selected by the secretary of state. None of the judges shall be a candidate at the election. If a judge fails to appear at the meeting of the canvassing board, the secretary of state shall fill the vacancy in membership by selecting another judge who is not a candidate at the election. Not more than two judges of the supreme court shall serve on the canvassing board at one time.

Subd. 3. **Duties of canvassing boards.** The returns from every election held in this state must be reported to a legally constituted canvassing board. The duties of each canvassing board are limited to those duties specified in sections 204C.32 to 204C.39.

History: *1981 c 29 art 5 s 31; 1986 c 444; 1Sp1986 c 3 art 1 s 82; 1987 c 175 s 10; 1989 c 291 art 1 s 13; 1993 c 223 s 13; 1997 c 147 s 39*

Chisago County Request for Board Action

Meeting Date: January 17, 2024	***Item Number:*** **8**
Title of Item for Consideration: Application for Exempt Permit – Chisago Lakes Area Wrestling Foundation	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: None.	

Background: The current application is from the Chisago Lakes Area Wrestling Foundation, so that the applicants can conduct a lawful raffle on April 13, 2024. The Chisago Lakes Area Wrestling Foundation is a non-profit organization.

Attachments:

- LG220 Application for Exempt Permit – Chisago Lakes Area Wrestling Foundation
- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Chisago Lakes Area Wrestling Foundation's application to Conduct a raffle at their event on April 13, 2024. The recommended motion is as follows:

"Move to approve the Chisago Lakes Area Wrestling Foundation's resolution to conduct a raffle at their event on April 13, 2024."

Implications of Action: Approving tonight's action would allow the Chisago Lakes Area Wrestling Foundation 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 C EB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Chisago Lakes Area Wrestling Foundation

Previous Gambling Permit Number: X-[redacted]

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: PO Box 103

City: Lindstrom. State: MN Zip: 55045 County: Chisago

Name of Chief Executive Officer (CEO): Tanika Bender

CEO Daytime Phone: [redacted] CEO Email: clwrestlingfoundation@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): clwrestlingfoundation@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 12400 316th St. Lindstrom. MN 55045

Check one:

☐ City: _____ Zip: _____ County: _____

☒ Township: Chisago Lake Zip: 55045 County: Chisago

Date(s) of activity (for raffles, indicate the date of the drawing): 4-13-~~23~~ 2024

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

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

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

Chisago County
Board of Commissioners

EXEMPT PERMIT FOR GAMBLING

RESOLUTION NO. 24/0117-XX
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE CHISAGO LAKES AREA WRESTLING FOUNDATION

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

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

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Chisago Lakes Town Hall located at 12400 316th St. Lindstrom, MN 55045.

Chisago County Request For Board Action

Meeting Date: January 17, 2024	***Item Number:*** **9**
Title of Item for Consideration: Acceptance of Donation – CCSO Chaplain 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: Kwik Trip has donated $500 to the Chisago County Sheriff's Office Chaplain 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 Office from Kwik Trip for $500.00 to the CCSO Chaplain Program. The suggested motion to approve is:

"Move to approve the resolution accepting the donation for the Chisago County Sheriff's Office from Kwik Trip for $500.00 to the CCSO Chaplain Program."

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO: 23/0117-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 2024:

- $500 from Kwik Trip for the CCSO Chaplain 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: January 17, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: January 17, 2024	***Item Number:*** **10**
Title of Item for Consideration: Credit Card Request – Lt. Josh Olds, CCSO	
Action Requested by: Sheriff Brandon Thyen	***Department:*** Sheriff's Office
Previous Action on this Matter: None.	
Background: This card will be used to pay for supply purchases, training, and conference fees for the Patrol Division of the Chisago County Sheriff's Office. • Credit Card Request Form – Lt. Josh Olds $1,000.00	
Action Requested/Recommended: The County Board is respectfully requested to approve credit card for Lt. Josh Olds of the Chisago County Sheriff's Office. The following motion is suggested: ***"Move to approve a credit card for Lt. Josh Olds of the Chisago County Sheriff's Office."***	
Implications of Action: Board approval at tonight's meeting will allow the County Auditor Office to request a credit card for Lt. Josh Olds of the Chisago County Sheriff's Office. ***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 C EB	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

COUNTY OF CHISAGO
REQUEST FOR COUNTY ISSUED CREDIT CARD

TO: COUNTY AUDITOR

FROM: Justin Wood — Name (Dept Head)

Sheriff's Office — Department

RE: Request for County Issued Credit Card
(Place an X in the applicable box)

☐	Commissioner	$1,500	
☑	Department Head	$1,000	higher limit requested – trainings for muliple deputies will exceed the standard limit.
☐	Employee	$500	

Department Head Portion:

I request the following employee be issued a Chisago County Credit Card:

Employee Full Name (print): Joshua Olds

Title & Department: Lieutenant, Sheriff's Office

Employee Sample Signature: Josh Olds

Reason why credit card is needed: Patrol division equipment and training needs.

The Department Head may recommend an account limit for an employee not to exceed $500. Without exception, the County Board of Commissioners will establish all account limits.

Use of County Issued Credit Card:
County provided credit cards are to be used only for conducting officially approved County business. Official County business includes approved travel (hotels & travel expenses) and registration fees per County policy and any other items approved, per County policies, prior to actual purchase. No alcoholic beverages may be purchased with said card.

I hereby certify that I have reviewed with the employee the Chisago County Issued Credit Card Policy and the Credit Card User Agreement (~~Exhibit B~~).

Signature of Department Head

12-12-2023
Date

Employee Portion:

I have reviewed the Chisago County Issued Credit Card Policy and the Credit Card User Agreement. I agree to abide by these policies and other policies of the County. I consent to the County running a background credit check on my personal credit history if the County deems it necessary.

Josh Odh
Signature of Employee

12/12/23
Date

***** PLEASE RETURN TO AUDITOR'S OFFICE *****

County Auditor Portion:

Received request on 12/12/23
Date

Amy Lombardo deputy
Chisago County Auditor

1/9/24
Date

Presented to the Chisago County Board on _____
Date

Action taken by Chisago County Board on _____
Date

- ☐ Approved as requested
- ☐ Denied
- ☐ Other

Board Approval Stamp

Employee Portion:

I acknowledge receipt of credit card bearing number _____

_____
Employee Signature

_____
Date

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: **January 17, 2024 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 January 17, 2023, meeting.

Action Items:

1. Receive Directors Report
2. Schulte Farm Preliminary Plat
3. Hokanson View Final Plat

Informational Item(s):

Board of Adjustment and Appeals:
The regularly scheduled Board of Adjustment meeting is scheduled for Thursday, January 25, 2023, at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for Wednesday January 24th departing at 8:15 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

a. Property owner Daniel Sager is requesting a Variance to Zoning Ordinance Sections 4.03 and 6.06 in order to expand a legal non-conforming structure closer to the Ordinary High Water Level (OHWL) of the Sunrise River than required in the Sunrise River Overlay (SO) District. The .87± acre subject site is located at 11967 Wilcox Road in Sunrise Township, S8, T35, R20 (PID 09.00083.10).

b. Property owner Christopher Perry is requesting an after-the-fact Variance to Zoning Ordinance Section 5.15 in order to allow a detached accessory structure closer to the centerline of a County State Aid Highway than required in the Rural Residential I (RRI) District. The .97± acre subject site is located at 44019 Cedarcrest Trail / CSAH 8 in Fish Lake Township, S22, T36, R22 (PID 03.00302.01).

Planning Commission:

The regular scheduled Planning Commission meeting is set for Thursday, February 1, 2024 but is currently void of public hearings and formal agenda items. Although not cancelled at this time, the Commission may choose to discuss cancellation at their January 18th work session. The Commission will also be discussing new ordinance recommendation/adoption scheduling in earnest on January 18th which could mean recommendations to proceed with hearings and adoption steps that conclude as soon as April/May will be outlined.

General Department Informational Item(s):
Revenue associated with land use and construction permit activity thru December29, 2023, is $831,406 or 100.2% of projected 2023 revenue. The general permit activity tabulations report table for November is attached for review, yearend December summary data will be presented as tabulations are complete.

Chisago Lakes Lake Improvement District Updates:

- Its LID elections season! The LID election opened on January 8th and will close at the Annual Meeting on February 5, 6:30PM. This year, there are two seats up for election, Area 3 (Lindstrom Lakes) and Area 4 (Chisago and Kroon Lake). Both seats are running with opposition. Area 3 candidates are Margaret LeVasseur (incumbent) and Dan Hames; Area 4 candidates are Steve Paquay (incumbent) and Derek Duffy. Voting can be done in person at the Annual Meeting on Feb-5th, or by absentee ballots, which can be requested by contacting LID staff or applying online.
- This spring, LID staff will be facilitating an "abbreviated strategic planning process" with the full LID Board. With a goal of have a meaningful conversation about the LID's stated goals and mission and recommitting to a prioritization of projects and initiatives.
- In 2023, the LID completed its first comprehensive carp study on Chisago, N. & S. Center, and N. & S. Lindstrom Lakes, in which we able to estimate population and relative disbursement by electrofishing and implanting radio tags. The results are in - **WE HAVE A LOT OF CARP**! Carp work will continue in 2024 with data collection and isolating sensitive/at risk areas.

Countywide Water Resources Project Updates

- Water Resources Match Grants: The seven lake associations located within the county completed nearly $65,000 in ARPA funded AIS treatment and education activities in 2023. Staff is actively surveying and comprehensively engaging with Lake Associations throughout the county and finalizing the grant applications process for 2024/2025.
- Lake Management Planning: Staff is finalizing options for ARPA funded lake management plan development, which will include close work with the Water Plan Policy Team and the establishment of a new professional services contract relationship with an environmental engineering firm for countywide water resources assistance. Staff is actively developing an agreement for consulting services county board review in the coming month(s). Plan development ARPA funded budget for these activities is $100,000.
- Chisago County is hosting the "*We Are Water MN"* exhibit from June 20 – August 12, 2024. Details are being established and the indoor exhibit will be held at the North Branch Library in partnership with the ECRL. The added option of a significant outdoor exhibit location is also being finalized in the Chisago Lakes area. Staff and the Planning Team is also currently finalizing specific events and activities surrounding the exhibit timeline that will accompany and bring residents to the exhibit.

Building Summary: Year to Date (YTD)																
Location	New House		Additions/Alterations		Mechanical		Accessory		Commercial		Multi-Family		Septic Systems		Septic Certifications	
	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD	Nov	YTD
Amador	1	6	10	76	-	8	1	2	-	6	-	-	-	5	-	12
Chisago Lake	-	2	13	106	7	46	1	22	1	2	-	-	1	19	4	47
Fish Lake	-	3	5	97	1	20	1	11	-	1	-	-	-	8	1	31
Franconia	-	4	3	35	1	14	2	11	1	1	-	-	1	6	1	11
Lent	-	6	3	78	4	23	-	8	1	2	-	-	2	10	2	19
Nessel	-	3	8	69	2	16	-	13	1	4	-	-	2	18	-	31
Rushseba	-	1	-	13	-	5	1	5	-	2	-	-	-	3	-	8
Shafer	-	3	1	29	3	8	-	6	-	1	-	-	-	-	1	9
Sunrise	-	9	15	132	3	16	1	15	-	4	-	-	-	13	1	18
Center City	-	3	2	17	-	7	-	-	1	9	-	-	-	-	-	-
Chisago City	-	6	8	91	12	91	-	8	2	11	-	-	1	6	1	15
City of Harris	2	4	5	28	-	5	1	4	-	4	-	-	-	5	1	10
City of Lindstrom	-	7	7	115	3	48	-	5	-	11	-	-	-	-	-	-
Rush City	-	-	3	48	-	7	-	5	2	10	-	-	-	-	-	-
City of Shafer	-	-	4	14	-	1	-	-	1	1	-	-	-	-	-	-
City of Stacy	-	2	2	19	-	14	1	5	1	9	-	-	-	-	-	3
City of Taylors Falls	-	-	1	46	1	8	1	1	1	1	-	-	-	1	-	3
Totals:	**3**	**59**	**90**	**1,013**	**37**	**337**	**10**	**121**	**12**	**79**	**-**	**-**	**7**	**94**	**12**	**217**

*City of Stacy tracking began January 1, 2023

CHISAGO COUNTY
PLANNING COMMISSION
OFFICIAL PROCEEDINGS
January 4, 2024

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, January 4, 2024, at the Chisago County Government Center.

Staff Present: Beth Gervais, Land Services Coordinator; Kurt Schneider, Environmental Services Director; and Nikki Garner, Office Support Specialist.

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

Election of Officers – Coordinator Gervais called for nominations for 2024 Chair. Jim McCarthy nominated Jolene Wille for Chair; second by John Sutcliffe. Upon multiple calls, no other nominations were made. All present voted and the nomination was affirmed 6-0.

Chair Wille called for nominations for 2024 Vice Chair. Dave Whitney nominated Jim McCarthy for Vice Chair; second by John Sutcliffe. Upon multiple calls, no other nominations were made. All present voted and the nomination was affirmed 6-0.

Approval of Agenda – ***Motion*** by Chip Yeager to approve the agenda as presented; second by Dave Whitney. The **motion passed** 6-0.

Approval of Minutes – ***Motion*** by John Sutcliffe to approve the December 7, 2023 regular meeting minutes as presented; second by Jim McCarthy. The **motion passed** 5-0 with Eric Leivian abstaining.

Receive all Materials and Submittals into Record – ***Motion*** by Jim McCarthy to accept all materials and submittals into the record, second by Dave Whitney. The **motion passed** 6-0. Materials distributed to the Planning Commission in advance of the meeting for their review included the full meeting packet with staff reports and attachments. Copies of all meeting materials were made available for the public.

Public Hearings – New Applications
Theodore & Teresa Schulte and Sarah Sharkshnas – Coordinator Gervais provided background on the request for approval of the Preliminary Plat of Schulte Farm involving the creation of two lots from a 20.00± acre tract of land. The subject site was located at 14327 Chisago Boulevard and situated in both Franconia and Chisago Lake Townships, S14 and 15, T33, R20 (PIDs 04.00370.00 and 02.00101.20).

Gervais reviewed details of the subject site and surrounding area, explaining that the subject site was located in the Agricultural (AG) District as were all surrounding properties. Gervais noted that all existing structures, including a dwelling and multiple agricultural structures, would be situated on proposed Lot 1 and they would meet all required structural setbacks. Gervais explained that the subject site included two separate parcels which had been "tied together" in April 2022 by the Department of Environmental Services upon request of the previous property owner. The purpose of the "tie together" was to combine the parcels being that the Chisago County Auditor-Treasurer's Office was unable to formally combine parcels from different unique taxing districts and sections. While the "tie together" approval document was recorded and binding, it was

recognized for building and zoning purposes only, and the two parcels would always have separate parcel identification numbers.

The Technical Review Committee met on December 13, 2023 and no concerns were identified. The Franconia Town Board reviewed the proposed Preliminary Plat on December 12, 2023 and the Chisago Lake Town Board reviewed the proposed Preliminary Plat on December 19, 2023, and both recommended approval. The Chisago Lake Town Board commented that PID 02.00101.20 was not a buildable parcel and recommended a condition of approval that said parcel "continue under same ownership as PID 04.00370.00". The ordinance prescribed 120-day review period was scheduled to expire on March 30, 2024.

Gervais concluded by offering a recommendation of approval with conditions and reviewed options available to the Planning Commission.

Chair Wille invited the applicant and property owner to address the Planning Commission. Property owner Teresa Schulte and applicant Sarah Sharkshnas were present and available to address questions and concerns. The Commission had no questions for either Schulte or Sharkshnas.

John Sutcliffe sought clarification on the status of PID 02.00101.20. Gervais explained that PID 02.00101.20, being three acres in size, was "tied together" with 17-acre PID 04.00370.00 being that the two properties were split by a township boundary and section line. Gervais added that the two parcels would always have separate PID numbers but they would be treated as a single parcel for building and zoning purposes. Chip Yeager commented that proposed Lot 1 included three acres of land from Chisago Lake Township and 12 acres of land from Franconia Township. Gervais confirmed that this was correct and noted that the recommended conditions of approval addressed the issue of proposed Lot 1 being situated within two different townships.

Jim McCarthy noted that the staff report stated that a portion of the subject site was located within the Shoreland Management District and he questioned how the Shoreland Management District regulations applied. Gervais explained that the subject site included two non-riparian properties and were therefore subject to the dimensional standards of the underlying AG District. Gervais further explained that, if the properties were immediately adjacent to a public body of water, they would be considered riparian properties and they would be subject to dimensional standards of the Shoreland Management Ordinance.

Dave Whitney asked if buildings could be located on both proposed Lots 1 and 2. Gervais responded that proposed Lot 1 was already developed and proposed Lot 2 was presently vacant and could be developed upon Final Plat approval.

Chair Wille opened the public hearing and sought comment. With no members of the audience wishing to speak, ***motion*** by Jim McCarthy to close the public hearing; second by John Sutcliffe. The **motion passed** 6-0.

Motion by Dave Whitney to adopt Resolution No. PC2024-0101, a resolution of the Planning Commission of Chisago County, Minnesota, recommending approval of the Preliminary Plat of Schulte Farm, with conditions as presented; second by Eric Leivian. The **motion passed** 6-0.

Conditions:

1. The Preliminary Plat of Schulte Farm is approved per plat drawing dated signed October 25, 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. Proposed Lot 1 includes 3.00± acres of land identified as PID 02.00101.20 and the western 12.00± acres of land identified as PID 04.00370.00. Upon Final Plat approval, these two tracts of land will be considered one for building and zoning purposes and they may not be sold or developed as individual tracts of land until and unless Lot 1 is replatted or subdivided in a manner which complies with the County's subdivision regulations in effect at the time of said replat or subdivision.
3. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

Public Hearings – Continued Hearings – None

Old Business – None

New Business

Annual Review of Planning Commission and Board of Adjustment and Appeals Policy on Commission / Board Structure, Meeting Order and General Procedure – Chair Wille introduced the item and sought comments from the Planning Commission. Dave Whitney called the Commission's attention to line six of Section 13. Public Hearings, E. 1. and suggested adding language as follows: "Comments should be addressed to the Chair on items before the Planning Commission or Board of Adjustment and Appeals". Concurring with Whitney's intent, Chip Yeager suggested the following rewording: "Comments should be ~~addressed~~ related to the item ~~before the Planning Commission or Board of Adjustment and Appeals~~ at hand and should be addressed to the Chair." Yeager sought clarification on the policy review process. Gervais explained that the same policy would also be reviewed by the Board of Adjustment and Appeals on January 25, 2024 and, following review by both bodies, all recommended changes would be presented to the County Board for review and adoption. ***Motion*** by Dave Whitney to amend line six of Section 13. Public Hearings, E. 1. to read "Comments should be ~~addressed~~ related to the item ~~before the Planning Commission or Board of Adjustment and Appeals~~ at hand and should be addressed to the Chair."; second by Jim McCarthy. The **motion passed** 6-0.

Dave Whitney called the Commission's attention to the second sentence of Section 13. Public Hearings, F. 1. (h) i. and suggested that, if taken literally, it would not allow Commissioners to introduce any new evidence or information after the public hearing was closed. Whitney added that he would like the language to be amended so that this language was directed to the public but not the Planning Commission. Jim McCarthy offered support for Whitney's comments and added that, based on guidance provided by Assistant County Attorney Fuge, any new information provided by Commission members must be distributed at a public meeting and made part of the record rather than distributed beforehand and this may not be allowed if the public hearing was already closed. Eric Leivian noted that Section 13. Public Hearings, F. 1. (h) specifically pertained to the public and Section 13. Public Hearings, F. 1. (h) i. again included language suggesting that this policy pertained to the public and, therefore, did not think that an amendment would be necessary. Whitney commented that, as written, the current language could be interpreted various ways and he believed that an amendment would provide clarification. In response, Leivian suggested amending the language as follows: "Once the hearing is closed, the record is complete and no further ~~public~~ input or evidence from the public shall be allowed." Whitney offered support for the suggested amendment. ***Motion*** by Chip Yeager to amend Section 13. Public Hearings, F. 1. (h) i. to read "Once the hearing is closed, the record is complete and no further ~~public~~ input or evidence from the public shall be allowed."; second by Dave Whitney. The **motion passed** 6-0.

Dave Whitney called the Commission's attention to Section 17. Member Remote Attendance, B., commenting that the requirement for Commissioners to provide two weeks' notice for remote attendance was excessive and

suggested reducing this to 10 days or per the County Board's required notice. Commissioner Greene commented that he was not aware of the County Board's required notice and speculated that at least one week was necessary in order to prepare the meeting agenda. Commissioner Dahlberg addressed statutory meeting notice requirements. Ultimately, Whitney withdrew his suggested amendment.

Jim McCarthy shared that he met with District 1 Commissioner Jim Swenson and Swenson had suggested that the Planning Commission video record its meetings. Commissioner Greene stated that the County Board decided against the recording of meetings based on advice from the County's insurance carrier. Commissioner Dahlberg added that the County Board had just recently discussed the recording of meetings and decided against it.

Jim McCarthy called the Commission's attention to Section 7. Voting and Recommendations, questioning the County Attorney's role in determining if a conflict of interest existed for members of the Planning Commission. McCarthy added that in the past he had been advised by the County Attorney's Office that Planning Commissioners had the ability to seek guidance from the County Attorney's Office on potential conflicts of interest and then self-determine if a conflict truly existed. Director Schneider suggested that, as written, it seemed that active engagement with the County Attorney's Office was required to determine if a conflict of interest existed and added that he suspected this level of engagement was not necessary and believed that self-determinations may be adequate. Schneider offered the suggestion that staff consult with the County Attorney's Office on this matter. ***Motion*** by Jim McCarthy directing staff to consult with the County Attorney's Office on the issue of the County Attorney's role in determining if a conflict of interest existed for members of the Planning Commission; second by Chip Yeager. The **motion passed** 6-0.

Motion by Jim McCarthy to recommend approval of the *Planning Commission and Board of Adjustment and Appeals Policy on Commission / Board Structure, Meeting Order and General Procedure* as amended; second by Dave Whitney. The **motion passed** 6-0.

Communications and Reports
County Board Liaison Report / Update – County Commissioner Greene reported that the County Board, at its 2024 organizational meeting, elected District 3 Commissioner Marlys Dunne as Chair and District 5 Commissioner Dan Dahlberg as Vice Chair. Commissioner Greene also shared that the County Board appointed Commissioner Dalberg as a second liaison to the Planning Commission given that he and Dahlberg were the only two Commissioners representing townships.

Miscellaneous – Coordinator Gervais reported that the Planning Commission did not receive any applications for the February 1, 2024 meeting and inquired if the Commission preferred canceling the meeting or holding the meeting to discuss specific items identified by the Commission. Chair Wille asked if the Commission could use the February 1st meeting to discuss the on-going ordinance updates. Gervais responded that Bolton & Menk may not be able to provide updated draft ordinances following the January 18, 2024 work session and prior to the February 1st meeting but the Commission could discuss certain topics without having updated draft documents if desired. Following discussion, the Planning Commission reached consensus that it would table its decision to the January 18, 2024 work session.

Adjourn Meeting – ***Motion*** by Chip Yeager to adjourn the meeting; second by John Sutcliffe. The **motion passed** 6-0. The meeting was adjourned at 7:35 p.m.

_____ ATTEST: _____

Jolene Wille
Chair

Beth Gervais
Land Services Coordinator

Chisago County Request For Board Action

Meeting Date: January 17, 2024	***Item Number:*** **12**
Title of Item for Consideration: Kelly Hokanson "Hokanson View" Final Plat	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.

Previous Action on this Matter: The Preliminary Plat of Hokanson View was recommended for approval by the Planning Commission on September 7, 2023 and approved by the Board of Commissioners on September 20, 2023.

Background: Kelly Hokanson is requesting Final Plat approval of Hokanson View. The subject 198.03-acre property is proposed to be divided into one buildable 16.2 acre lot. The generally located approximately one-third of a mile east of Government Road / CR 57, approximately 1.1 miles west of the St. Croix River, on the north side of 460th Street in Sunrise Township and is zoned Agricultural, (PID #09.00523.10).

The Final Plat submitted on December 29, 2023, generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval. A resolution of the Board of Commissioners consistent with that of approval of the Final Plat is presented for Board consideration.

Attachments*:*

- Draft Resolution of Approval
- Final Plat of Hokanson View(original full copy provided at the meeting)

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the Hokanson View Final Plat. The recommended motion is as follows:

"Move to Approve Resolution No. 24/0117-____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Hokanson View located approximately one-third of a mile east of Government Road / CR 57, approximately 1.1 miles west of the St. Croix River, on the north side of 460th Street in Sunrise Township (PID #09.00523.10)"

Implications of Action – Recommended Board action grants approval of the Hokanson View Final Plat as presented. Upon signature and recording the new land lot(s) and configurations will take effect.

Budget/Financial Implications: None.

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

Administrator's Recommendation

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

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0117-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF HOKANSON VIEW

WHEREAS, property owner Kelly P. Hokanson submitted a request for the Final Plat of Hokanson View on December 29, 2023; and

WHEREAS, the property owner desires to create one buildable parcel from the 198.03± acre subject site; and

WHEREAS, the subject site is generally located approximately one-third of a mile east of Government Road / CR 57, approximately 1.1 miles west of the St. Croix River, on the north side of 460th Street in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00523.10
All that part of the Northwest Quarter of Southeast Quarter of Section 12, Township 36, Range 21, Chisago County, Minnesota described as follows: Beginning at a point on the South line of said Northwest Quarter of Southeast Quarter, 617 feet East of the southwest corner thereof; thence North 31 degrees 23 minutes East, 718 feet; thence North 45 degrees 58 minutes East, 450 feet to a point on the East line of said Northwest Quarter of the Southeast Quarter, 389 feet South of the northeast corner thereof; thence North along the East line of said Northwest Quarter of the Southeast Quarter to the northeast corner of thereof; thence West along the North line of said Northwest Quarter of the Southeast Quarter to the northwest corner thereof; thence South along the West line of said Northwest Quarter of the Southeast Quarter to the southwest corner thereof; thence East along the South line of said Northwest Quarter of the Southeast Quarter to the place of beginning, containing 31.30 acres, more or less.

And

All that part of the Southwest Quarter of the Southeast Quarter of said Section12 described as follows: Beginning at a point on the south line of said Southwest Quarter of the Southeast Quarter, 237 feet East of the southwest corner thereof; thence North 14 degrees 40 minutes East, 481 feet; thence North 6 degrees 47 minutes West, 270 feet; thence North 20 degrees 14 minutes East, 603 feet, to a point on the North line of said Southwest Quarter of the Southeast Quarter 540 feet East of the northwest corner thereof; thence West along the North line of said Southwest Quarter of the Southeast Quarter to the northwest corner thereof, thence South along the West line of said Southwest Quarter of the Southeast Quarter to the southwest corner thereof; thence East along the South line of said Southwest Quarter of the Southeast Quarter, to the point of beginning, containing 10.95 acres, more or less.

And

The Southwest Quarter of said Section 12, EXCEPTING THEREFROM the East 430.00 feet of the West 731.00 feet of the South 212.00 feet and the East 300.00 feet of the West 1031.00 feet of the South 423.00 feet of said Southwest Quarter.

ALL OF THE ABOVE IS SUBJECT TO, AND TOGETHER WITH a certain oil and gas easement to Benchmark Resources Corporation, said oil and gas easement dated July 10, 1984, and recorded in the Office of the County Recorder in and for Chisago County, Minnesota on September 18, 1984 as Microfilm Number 186516, said oil and gas easement assigned April 1, 1985 to H & H Star Energy Inc., with said assignment noted as Microfilm Number 189661 in the office of the County Recorder in and for Chisago County, Minnesota.

WHEREAS, the Preliminary Plat of Hokanson View was recommended for approval by the Planning Commission on September 7, 2023 and approved by the Board of Commissioners on September 20, 2023; and

WHEREAS, the Final Plat submitted on December 29, 2023 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

WHEREAS, the County has received title evidence in the form of a Title Opinion to Real Estate of Attorney Timothy J. Peterson dated November 17, 2023, and the County Attorney's Office has provided a legal opinion that the title evidence is satisfactory and that title to the subject property is vested in the applicant / subdivider.

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

1. The Final Plat is approved as submitted on December 29, 2023. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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

IN FAVOR THEREOF:
OPPOSED:
ABSENT:

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

Approved: January 17, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: January 17, 2024	***Item Number:*** **13**
Title of Item for Consideration: Sarah Sharkshnas Preliminary Plat of Schulte Farm	
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: Theodore and Teresa Schulte and applicant Sarah Sharkshnas are requesting Preliminary Plat approval of Schulte Farm. The subject 20-acre property is proposed to be divided into two subdivided lots of 5 and 15 acres. The property is east of Olinda Trail / CSAH 25, west of Olympic Trail, and south of Chisago Boulevard in Franconia and Chisago Lake Townships and is zoned Agricultural with parcel numbers 04.00370.00 and 02.00101.20.

At their meeting of January 4, 2024, the Planning Commission conducted the requisite public hearing and recommended approval (6-0) of preliminary plat, per Resolution No. PC2024-0101. 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, March 30, 2024. 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. 24/0117-____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Schulte Farm located east of Olinda Trail / CSAH 25, west of Olympic Trail, and south of Chisago Boulevard in Franconia and Chisago Lake Townships (PID 04.00370.00 and PID 02.00101.20)"

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

Budget/Financial Implications: None.

Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal 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 _____

Preliminary Plat of Schulte Farm

Theodore & Teresa Schulte

Sarah Sharkshnas

14327 Chisago Boulevard

Franconia & Chisago Lake Townships

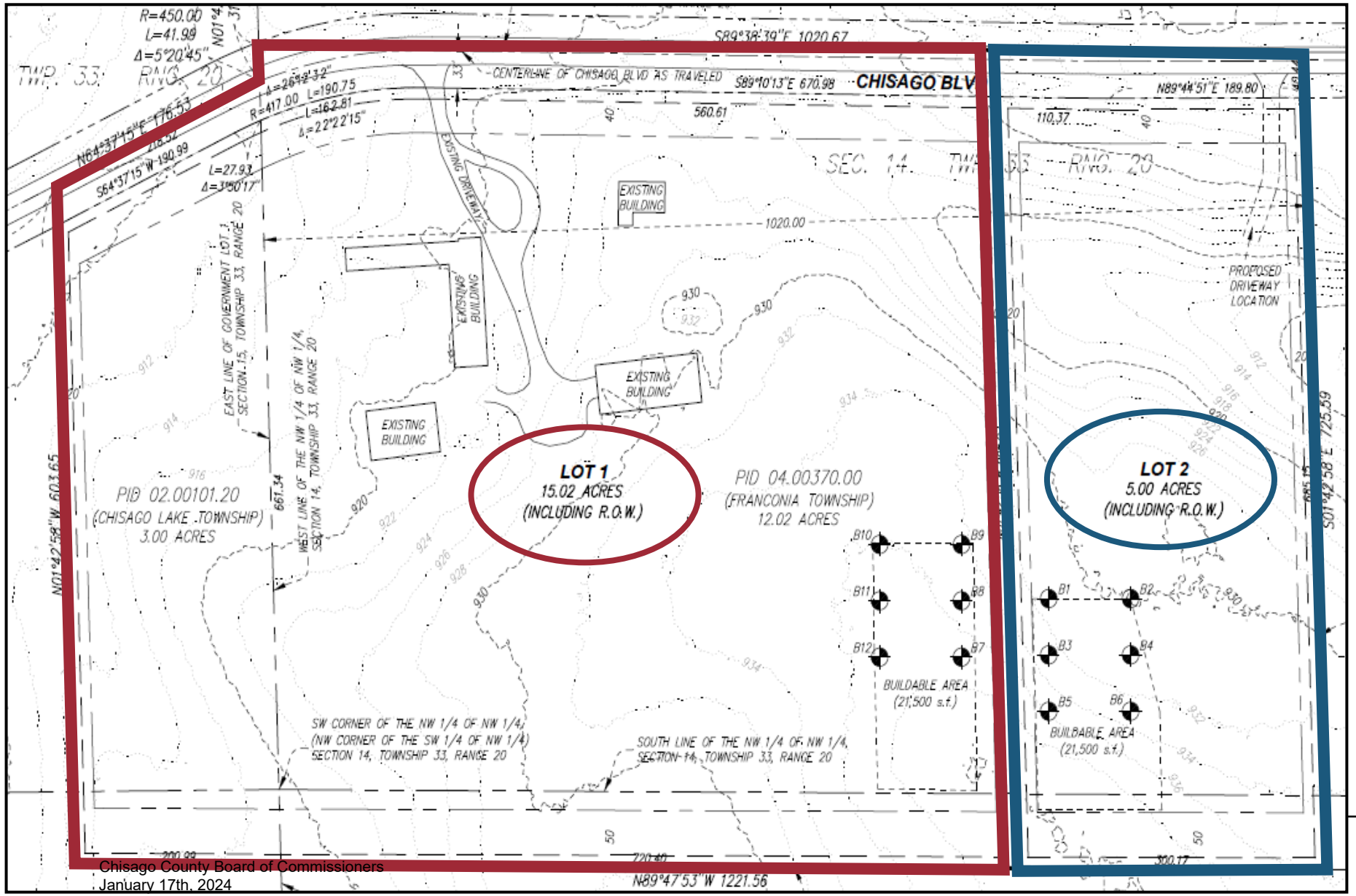
PIDs 04.00370.00 & 02.00101.20

SITE ANALYSIS

- Subject site is 20.00± acres in size.
- Generally located east of Olinda Trail / CSAH 25, west of Olympic Trail, and south of Chisago Boulevard in Franconia and Chisago Lake Townships.
- Subject site and all surrounding properties are located in the Agricultural (AG) District.
- Subject site is currently developed with a dwelling and multiple agricultural structures. All existing structures will be situated on proposed Lot 1 and they currently meet / will meet all required structural setbacks.
- Surrounding properties range widely in size from five acres to 75 acres, with most surrounding land being used for agricultural purposes.

The subject site is made up of two parcels which were "tied together" in April 2022 by the Department of Environmental Services upon request of the previous property owner. The purpose of the "tie together" was to combine parcels from two different townships (Franconia and Chisago Lake) and sections being that the Chisago County Auditor-Treasurer's Office is unable to formally combine parcels from different unique taxing districts and sections. While the "tie together" approval document is recorded and binding, it's recognized for building and zoning purposes only, and the two parcels will always have separate parcel identification numbers. The parcel located within Franconia Township is 17.00± acres in size and the parcel located within Chisago Lake Township is 3.00± acres in size.

PROPOSAL ANALYSIS



The property owners and applicant wish to create two lots from the 20.00± acre tract of land, with one lot being 15.00± acres in size and the other being 5.00± acres in size. As proposed, both lots comply with the County's dimensional requirements for the AG District.

REVIEW PROCESS

Technical Review Committee
December 13, 2023

No concerns were identified

Franconia Town Board
December 12, 2023

Recommended approval with no conditions

Chisago Lake Town Board
December 19, 2023

Recommended approval with the comment that PID 02.00101.20 is not a buildable parcel and the condition that said parcel "continue under same ownership as PID 04.00370.00"

Review Period

The ordinance prescribed 120-day review period expires on March 30, 2024

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 Schulte Farm with conditions.

Recommended Conditions:

1. The Preliminary Plat of Schulte Farm is approved per plat drawing dated signed October 25, 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. Proposed Lot 1 includes 3.00± acres of land identified as PID 02.00101.20 and the western 12.00± acres of land identified as PID 04.00370.00. Upon Final Plat approval, these two tracts of land will be considered one for building and zoning purposes and they may not be sold or developed as individual tracts of land until and unless Lot 1 is replatted or subdivided in a manner which complies with the County's subdivision regulations in effect at the time of said replat or subdivision.
3. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS & ACTION REQUESTED

Options

1. Recommend that the County Board **approve** the Preliminary Plat of Schulte Farm 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 Schulte Farm 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 ordinance prescribed 120-day review period expires on March 30, 2024.

Action Requested

Motion to adopt Resolution No. PC2024-0101, a resolution recommending approval of the Preliminary Plat of Schulte Farm, with conditions as presented or amended.

Staff Report

TO: Planning Commission
FROM: Beth Gervais, Land Services Coordinator
SUBJECT: Preliminary Plat of Schulte Farm
14327 Chisago Boulevard, Franconia and Chisago Lake Townships
DATE: January 4, 2024

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of Schulte Farm, involving the creation of two lots from a 20.00± acre tract of land.

SITE & APPLICATION INFORMATION

Property Owner(s):	Theodore & Teresa Schulte
Applicant(s):	Sarah Sharkshnas
General Location:	14327 Chisago Boulevard Franconia and Chisago Lake Townships Sections 14 and 15, Township 33, Range 20
PIDs:	04.00370.00 and 02.00101.20
Property Area:	20.00± Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	
North:	Agricultural (AG) District
South:	Agricultural (AG) District
East:	Agricultural (AG) District
West:	Agricultural (AG) District
Date Application Received:	November 29, 2023
Date Application Complete:	December 1, 2023
120-Day Review Period:	March 30, 2024

BACKGROUND

Property owners Theodore & Teresa Schulte and applicant Sarah Sharkshnas are seeking approval of the Preliminary Plat of Schulte Farm. The property owners and applicant wish to create two lots from the 20.00± acre tract of land, with one lot being 15.00± acres in size and the other being 5.00± acres in size.

The subject site is made up of two parcels which were “tied together” in April 2022 by the Department of Environmental Services upon request of

the previous property owner. The purpose of the "tie together" was to combine parcels from two different townships (Franconia and Chisago Lake) and sections being that the Chisago County Auditor-Treasurer's Office is unable to formally combine parcels from different unique taxing districts and sections. While the "tie together" approval document is recorded and binding, it's recognized for building and zoning purposes only, and the two parcels will always have separate parcel identification numbers. The parcel located within Franconia Township is 17.00± acres in size and the parcel located within Chisago Lake Township is 3.00± acres in size.

SITE & PROPOSAL ANALYSIS

The 20.00± acre subject site is generally located east of Olinda Trail / CSAH 25, west of Olympic Trail, and south of Chisago Boulevard. The subject site and all surrounding properties are located in the Agricultural (AG) District. Due to proximity to Linn Lake, the northern half of the west parcel and the northwest corner of the east parcel are located within the Shoreland Management District; however, as a non-riparian property, the proposed lots are subject to the standards of the underlying AG District.

Topography of the subject site includes elevations ranging from 910' near the northwest corner to 940' near the southeast corner. There is light tree cover around the existing dwelling (proposed Lot 1) and a tree line along the north property boundary adjacent to Chisago Boulevard. There are no wetlands on the site and much of the land appears to be used for agricultural purposes.

The subject site is currently developed with a dwelling and multiple agricultural structures. All existing structures will be situated on proposed Lot 1 and they currently meet / will meet all required structural setbacks. The Home Site Area for proposed Lot 2 is shown on the Preliminary Plat drawing to be located in the southwest corner.

Surrounding properties range widely in size from five acres to 75 acres, with most surrounding land being used for agricultural purposes.

The stated purpose of the AG District is to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Below is a table which identifies minimum requirements for the AG District with corresponding information for the proposed lots. As proposed, both lots comply with the County's dimensional requirements.

AG District Minimum Requirements	Lot Size 5 acres	Lot Width* 300 feet	Lot Depth** 300 feet	Home Site Area 21,500 square feet
Lot 1	15.00± acres	921'±	725'±	21,500 sf
Lot 2	5.00± acres	300'±	725'±	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 with Teresa Schulte and Sarah Sharkshnas on December 13, 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 Franconia Town Board reviewed the proposed Preliminary Plat at its December 12, 2023 meeting and recommended approval with no conditions.

The Chisago Lake Town Board reviewed the proposed Preliminary Plat at its December 19, 2023 meeting and recommended approval with the comment that PID 02.00101.20 is not a buildable parcel and the condition that said parcel "continue under same ownership as PID 04.00370.00". Staff has included a recommended condition of approval (refer to recommended condition no. 2) which addresses this issue.

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 March 30, 2024.

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 Schulte Farm with conditions and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat of Schulte Farm is approved per plat drawing dated signed October 25, 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. Proposed Lot 1 includes 3.00± acres of land identified as PID 02.00101.20 and the western 12.00± acres of land identified as PID 04.00370.00. Upon Final Plat approval, these two tracts of land will be considered one for building and zoning purposes and they may not be sold or developed as individual tracts of land until and unless Lot 1 is replatted or subdivided in a manner which complies with the County's subdivision regulations in effect at the time of said replat or subdivision.

3. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or 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 Schulte Farm 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 Schulte Farm 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 ordinance prescribed 120-day review period expires on March 30, 2024.

ACTION REQUESTED

Motion to adopt Resolution No. PC2024-0101, a resolution recommending approval of the Preliminary Plat of Schulte Farm, 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. PC2024-0101

CC: Theodore & Teresa Schulte, property owners
Sarah Sharkshnas, applicant
County file

Chisago County Department of Environmental Services
Planning & Zoning Application

Permit # 23-2364

02.00101.20

Township Franconia Township **S/T/R** 14/33/20 **PID#** 04.00370.00

Project Address 14327 Chisago Blvd, Lindstrom, MN 55045

Property Owner(s) Theodore & Teresa Schulte

Mailing Address (If Different from Project Address) 14327 Chisago Blvd, Lindstrom, MN 55045

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

Applicant(s) Sarah ~~Schulte~~ Sharkshnas

Mailing Address (If Different from Project Address) 597 Flandrau St., St. Paul, MN 55106

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

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) Two Lot Preliminary Plat – SCHULTE FARM

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

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

S Sharkshnas — **Applicant Signature**

11-29-2023 — **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: BASE FEE $500
RECORDING FEE $ 46
NO ROADS $ 150

DATES: APP REC'D: 11-29-23
APP COMPLETE: 12-1-23
120 DAYS: 3-30-24

TOTAL FEE $ 696.00

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

02.00101.20

Township Franconia Township Sent 11/33/20 PID# 04.00370.00

Project Address 14327 Chisago Blvd, Lindstrom, MN 55045

Property Owner(s) Theodore & Teresa Schulte

Mailing Address (If Different from Project Address) 14327 Chisago Blvd, Lindstrom, MN 55045

Phone# [redacted] Email [redacted]

Applicant(s) Sarah ~~Schulte~~ Sharkshnas

Mailing Address (If Different from Project Address) 597 Flandrau St., St. Paul, MN 55106

Phone# [redacted] Email [redacted]

Type of Request (Check All That Apply)

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Description of Request (Attach Separate Sheet if Necessary) Two Lot Preliminary Plat – SCHULTE FARM

S Sharkshnas
Applicant Signature

11-29-2023
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 JAN 4, 2024

Date of Township Presentations
FRANCONIA – DEC 12, 2023
CHISAGO LAKE – DEC 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

G:\Counter Forms\Zoning - Planning Zoning Application Form_v032023.docx

Chisago County Department of Environmental Services
Planning & Zoning Application

Township Presentation Form

Township Franconia Township **S/T/R** 14/33/20 **PID#** 02.00101.20 04.00370.00

Project Address 14327 Chisago Blvd, Lindstrom, MN 55045

Property Owner(s) Theodore & Teresa Schulte

Mailing Address (If Different from Project Address) 14327 Chisago Blvd, Lindstrom, MN 55045

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

Applicant(s) Sarah ~~Schulte~~ Sharkshnas

Mailing Address (If Different from Project Address) 597 Flandrau St., St. Paul, MN 55106

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

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) Two Lot Preliminary Plat – SCHULTE FARM

S Sharkshnas
Applicant Signature

11-29-2023
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 JAN 4, 2024

Date of Township Presentations
FRANCONIA – DEC 12, 2023
CHISAGO LAKE – DEC 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
PID 02.00101.20 is not a buildable parcel – needs to continue under same deed slug as PID 04.00370.00

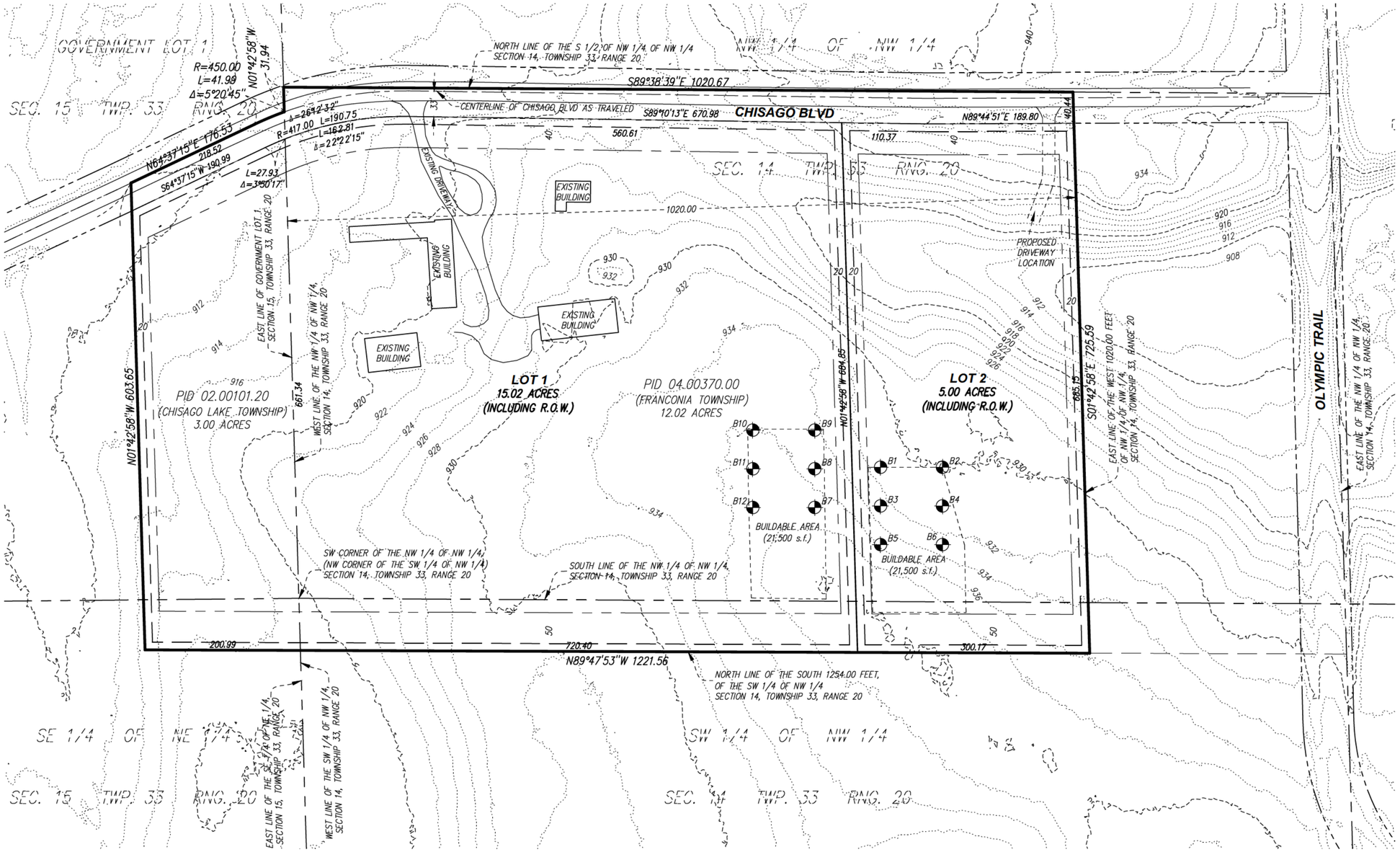
Signatures of Township Officials or Authorized Personnel

Sherry Stone
Lyle Howe
Lisa J. Reed

G:\Counter Forms\Zoning - Planning Zoning Application Form_v032023.docx

Preliminary Plat of
SCHULTE FARM

COUNTY OF CHISAGO
FRANCONIA TOWNSHIP
SEC. 14, T. 33, R. 20



PRESENT OWNER

Theodore & Teresa Schulte
14327 Chisago Blvd
Lindstrom, MN 55045

PROPERTY DESCRIPTION

That part of Government Lot 1, and that part of the Southeast Quarter of the Northeast Quarter of Section 15, Township 33, Range 20, Chisago County, Minnesota described as follows:
Beginning at the northeast corner of said Southeast Quarter of the Northeast Quarter; thence South 01 degree 42 minutes 58 seconds East, assumed bearing, along the east line of said Southeast Quarter of the Northeast Quarter, a distance of 67.32 feet; thence North 89 degrees 47 minutes 53 seconds West, a distance of 200.99 feet; thence North 01 degree 42 minutes 58 seconds West, a distance of 603.65 feet, more or less, to the centerline of Chisago Boulevard; thence northeasterly along said centerline a distance of 218.5 feet, more or less, to the east line of said Government Lot 1; thence South 01 degree 42 minutes 58 seconds East, along said east line, a distance of 629.1 feet to said point of beginning and there terminating.

AND

The West 1020 feet of the South Half of the Northwest Quarter of the Northwest Quarter of Section 14, Township 33, Range 20, Chisago County, Minnesota, as measured at right angles to the west line thereof.

AND

That part of the West 1020 feet of the Southwest Quarter of the Northwest Quarter of Section 14, Township 33, Range 20, Chisago County, Minnesota, lying north of the South 1254 feet thereof, as measured at right angles to the south line thereof.

LOT AREAS (Includes right of way)

Lot 1 – 15.02 Acres
Lot 2 – 5.00 Acres

FLOOD ZONE

THIS SITE IS INCLUDED ON FLOOD INSURANCE RATE MAP–COMMUNITY PANEL NUMBER 27025C0380D. THE SUBJECT PROPERTY IS WITHIN FLOOD ZONE 'X'.

NOTE

Soil borings shown hereon are per map provided by Ashley Krause with ARK Septic, Isanti, MN.

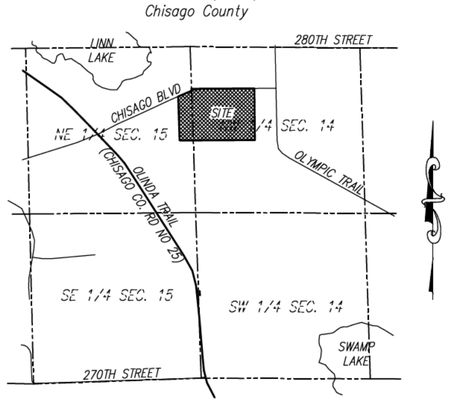
NOTE REGARDING HIGH WATER ELEVATION

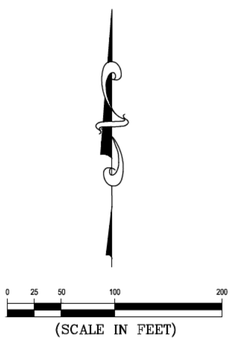
This property is shown as being in Flood Zone X per Flood Insurance Rate Map Number 27025C0380D.

A review of the topography of the area surrounding this plat boundary reveals an overflow elevation across Chisago Blvd (740 feet west of the existing house) of approximately 909 and an overflow elevation across Olympic Trail (980 feet east of the existing house) of approximately 912. Based on these two elevations the highest anticipated water elevation on the subject property is assumed to be 912

VICINITY MAP

Sections 14 & 15, T.33, R.20
Chisago County





LEGEND

DENOTES SOIL BORING

ZONING

AGRICULTURAL ZONING DISTRICT

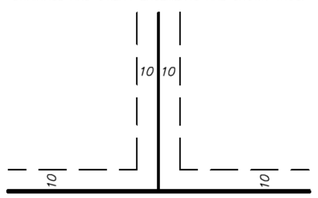
40' Front Setback From Township Road Right of Way

20' Side Setback (Dwelling & Attached Garage)

50' Rear Setback

135' from Centerline of County Roads

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH, AND ADJOINING ALL LOT LINES, UNLESS OTHERWISE SHOWN ON THE PLAT.

COPYRIGHT 2022 BY LHB, INC. ALL RIGHTS RESERVED.

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.

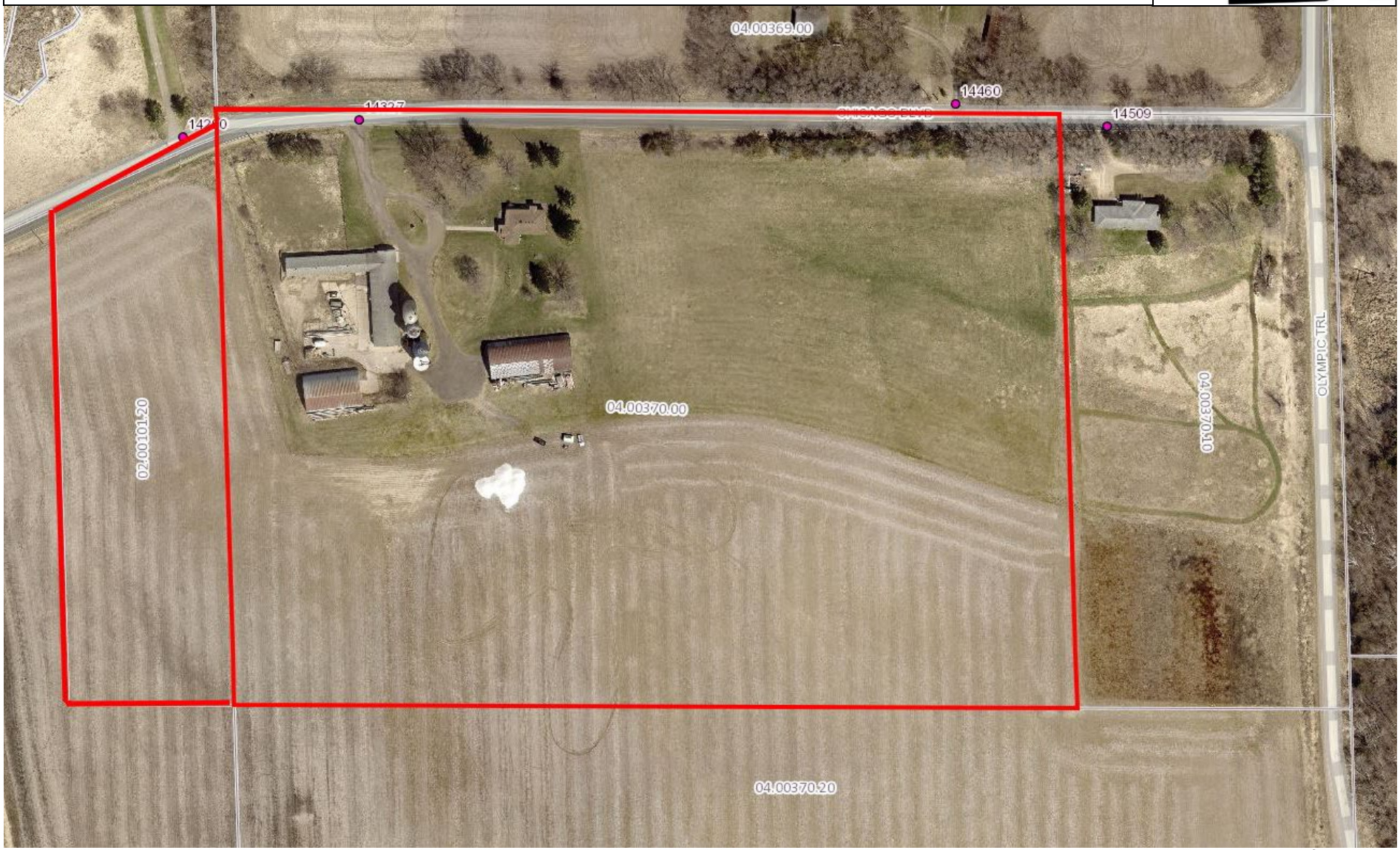
Print Name: Kyle J. Roddy License # 42627

Signature: Date: 10/25/2023

LHB
324 Garfield St. South | Cambridge, MN 55008
763.219.1235 | LHBcorp.com

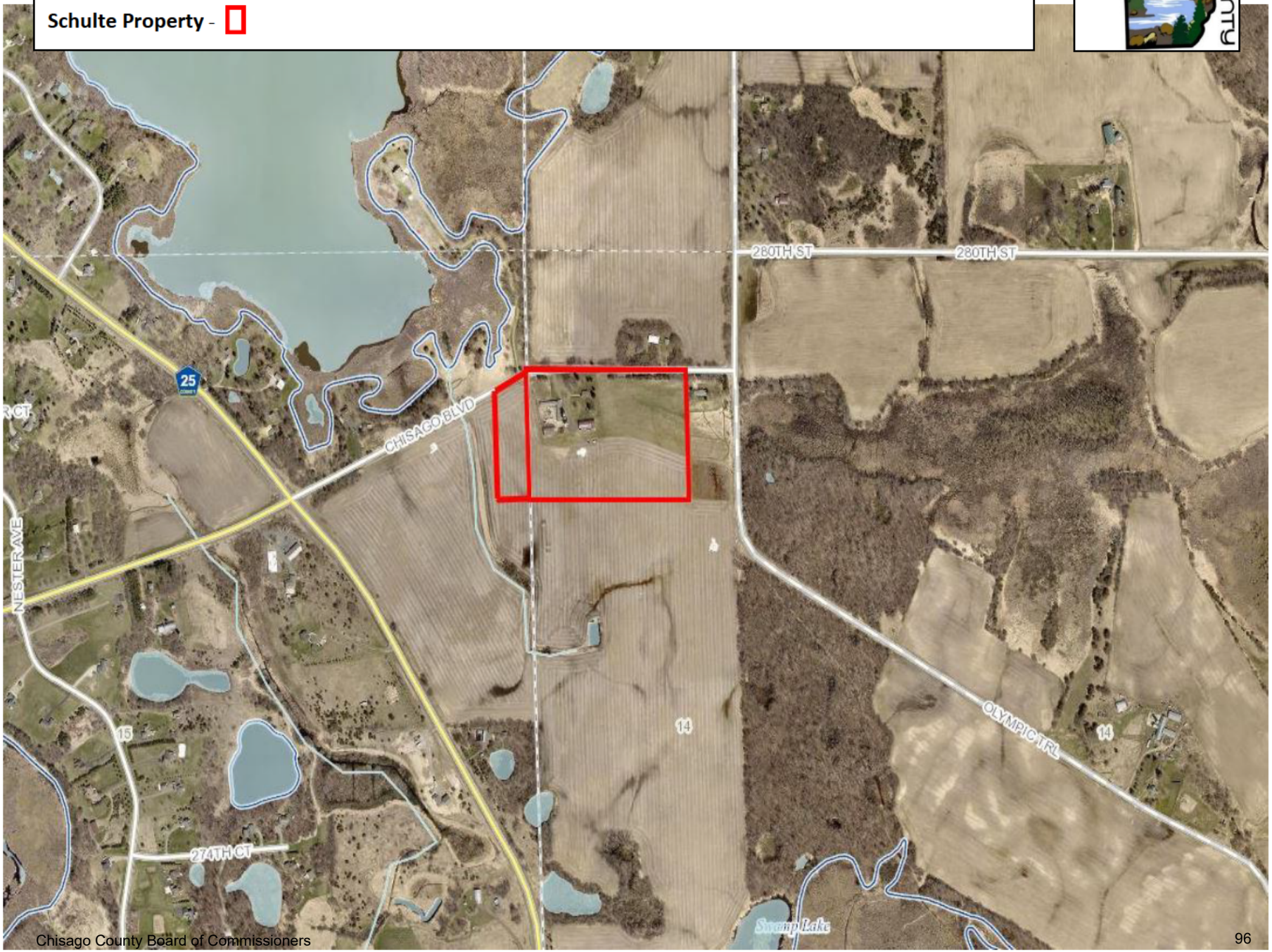
Theodore & Teresa Schulte and Sarah Sharkshnas – Property owners Theodore & Teresa Schulte and applicant Sarah Sharkshnas are requesting approval of the Preliminary Plat of Schulte Farm involving the creation of two lots from a 20.00± acre tract of land. The subject site is zoned Agricultural (AG) District and located at 14327 Chisago Boulevard in Franconia and Chisago Lake Townships, S14 and 15, T33, R20 (PIDs 04.00370.00 and 02.00101.20).

Schulte Property -



Theodore & Teresa Schulte and Sarah Sharkshnas – Property owners Theodore & Teresa Schulte and applicant Sarah Sharkshnas are requesting approval of the Preliminary Plat of Schulte Farm involving the creation of two lots from a 20.00± acre tract of land. The subject site is zoned Agricultural (AG) District and located at 14327 Chisago Boulevard in Franconia and Chisago Lake Townships, S14 and 15, T33, R20 (PIDs 04.00370.00 and 02.00101.20).

Schulte Property -



RESOLUTION NO. PC2024-0101
A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF SCHULTE FARM

WHEREAS, property owners Theodore & Teresa Schulte and applicant Sarah Sharkshnas submitted an application dated received November 29, 2023 and considered complete on December 1, 2023 for the Preliminary Plat of Schulte Farm; and

WHEREAS, the property owners and applicant desire to create two lots from the 20.00± acre subject site; and

WHEREAS, the subject site is generally located east of Olinda Trail / CSAH 25, west of Olympic Trail, and south of Chisago Boulevard in Franconia and Chisago Lake Townships and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 04.00370.00

That part of Government Lot 1, and that part of the Southeast Quarter of the Northeast Quarter of Section 15, Township 33, Range 20, Chisago County, Minnesota described as follows: Beginning at the northeast corner of said Southeast Quarter of the Northeast Quarter; thence South 01 degree 42 minutes 58 seconds East, assumed bearing, along the east line of said Southeast Quarter of the Northeast Quarter, a distance of 67.32 feet; thence North 89 degrees 47 minutes 53 seconds West, a distance of 200.99 feet; thence North 01 degree 42 minutes 58 seconds West, a distance of 603.65 feet, more or less, to the centerline of Chisago Boulevard; thence northeasterly along said centerline a distance of 218.5 feet, more or less, to the east line of said Government Lot 1; thence South 01 degree 42 minutes 58 seconds East, along said east line, a distance of 629.1 feet to said point of beginning and there terminating.

AND

PID 02.00101.20

The West 1020 feet of the South Half of the Northwest Quarter of the Northwest Quarter of Section 14, Township 33, Range 20, Chisago County, Minnesota, as measured at right angles to the west line thereof.

AND

That part of the West 1020 feet of the Southwest Quarter of the Northwest Quarter of Section 14, Township 33, Range 20, Chisago County, Minnesota, lying north of the South 1254 feet thereof, as measured at right angles to the south line thereof.

WHEREAS, notice was provided and on January 4, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner(s), and invited members of the public to comment; and

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

DRAFT

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 Schulte Farm is approved per plat drawing dated signed October 25, 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. Proposed Lot 1 includes 3.00± acres of land identified as PID 02.00101.20 and the western 12.00± acres of land identified as PID 04.00370.00. Upon Final Plat approval, these two tracts of land will be considered one for building and zoning purposes and they may not be sold or developed as individual tracts of land until and unless Lot 1 is replatted or subdivided in a manner which complies with the County's subdivision regulations in effect at the time of said replat or subdivision.
3. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

Adopted by the Planning Commission of Chisago County, Minnesota,
this 4th day of January, 2024.

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

_____ ATTEST: _____

Chair

Beth Gervais
Land Services Coordinator

DRAFT

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0117-_____
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF SCHULTE FARM

WHEREAS, property owners Theodore & Teresa Schulte and applicant Sarah Sharkshnas submitted an application dated received November 29, 2023 and considered complete on December 1, 2023 for the Preliminary Plat of Schulte Farm; and

WHEREAS, the property owners and applicant desire to create two lots from the 20.00± acre subject site; and

WHEREAS, the subject site is generally located east of Olinda Trail / CSAH 25, west of Olympic Trail, and south of Chisago Boulevard in Franconia and Chisago Lake Townships and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 04.00370.00
That part of Government Lot 1, and that part of the Southeast Quarter of the Northeast Quarter of Section 15, Township 33, Range 20, Chisago County, Minnesota described as follows: Beginning at the northeast corner of said Southeast Quarter of the Northeast Quarter; thence South 01 degree 42 minutes 58 seconds East, assumed bearing, along the east line of said Southeast Quarter of the Northeast Quarter, a distance of 67.32 feet; thence North 89 degrees 47 minutes 53 seconds West, a distance of 200.99 feet; thence North 01 degree 42 minutes 58 seconds West, a distance of 603.65 feet, more or less, to the centerline of Chisago Boulevard; thence northeasterly along said centerline a distance of 218.5 feet, more or less, to the east line of said Government Lot 1; thence South 01 degree 42 minutes 58 seconds East, along said east line, a distance of 629.1 feet to said point of beginning and there terminating.

AND

PID 02.00101.20
The West 1020 feet of the South Half of the Northwest Quarter of the Northwest Quarter of Section 14, Township 33, Range 20, Chisago County, Minnesota, as measured at right angles to the west line thereof.
AND
That part of the West 1020 feet of the Southwest Quarter of the Northwest Quarter of Section 14, Township 33, Range 20, Chisago County, Minnesota, lying north of the South 1254 feet thereof, as measured at right angles to the south line thereof.

WHEREAS, notice was provided and on January 4, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator and applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Schulte Farm with conditions per Resolution No. PC2024-0101; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Schulte Farm and the Planning Commission's recommendation at its January 17, 2024 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 Schulte Farm, subject to the following conditions:

1. The Preliminary Plat of Schulte Farm is approved per plat drawing dated signed October 25, 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. Proposed Lot 1 includes 3.00± acres of land identified as PID 02.00101.20 and the western 12.00± acres of land identified as PID 04.00370.00. Upon Final Plat approval, these two tracts of land will be considered one for building and zoning purposes and they may not be sold or developed as individual tracts of land until and unless Lot 1 is replatted or subdivided in a manner which complies with the County's subdivision regulations in effect at the time of said replat or subdivision.
3. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or 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: January 17, 2024

_____ ATTEST: _____

Marlys Dunne
Chair, Board of Commissioners

Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: January 17, 2024	***Item Number:*** **14**
Title of Item for Consideration: Report and Recommendations from the January 10, 2024, 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 January 10th 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.**

ARMER User and Subscriber Fees – Discussion:

County Administrator Burnham expressed to the Committee that both the USER and SUBSCRIBER ARMER agreements expire at the end of 2024, so the Board of Commissioners need to meet with USERS and SUBSCRIBERS to create a new contract. At a prior B/F meeting, the Committee recommended meeting no-later than March 1st 2024. **The Committee recommended the County Administrator setting a meeting with Commissioners Swenson and Greene and the USERS and SUBSCRIBERS and discussing a new 3-year USER/SUBSCRIBER Agreement with changes to the current fees being discussed at the meeting.**

Statewide Affordable Housing Aid Discussion

HRA-EDA Director Hoffman discussed the County Housing Trust Fund and the recently afforded Statewide Affordable Housing Aid. **The Committee recommended moving the County's allocation to the County's to the HRA-EDA Housing Trust Fund.**

Lake Improvement District – ARPA Request – Channel and Weir Project

LID Administrator Elfelt discussed the LID Board's request of ARPA funds to assist in the repair of the Lofton Avenue and Lake Ellen weirs (Chisago Lakes Channel and Weir System). LID is requesting $175,000. **The Committee recommended moving some of the County's prior ARPA allocation to the LID for the repair of the Lofton Avenue and Lake Ellen weirs (Chisago Lakes Channel and Weir System).**

SpyGlass Technology Auditing

County Administrator Burnham discussed the recent and past proposals from SpyGlass. **The Committee recommended proceeding with another phone audit by SpyGlass.**

38814 3rd Ave., North Branch Building – SWCD and USDA Building

County Administrator Burnham discussed the Building located at 38814 3rd Ave., North Branch which is for sale. **The Committee did NOT recommend anything at this time.**

Acknowledgement of HHW Grant

County Administrator Burnham publicly congratulated HHW Staff for being awarded a $249,766.00 Greater Minnesota Waste Reduction, Recycling, Reuse and Composting Grant from the MPCA. **The Committee congratulated the HHW Staff and thanked them for their hard work.**

Attachment:

- January 10th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the January 10th 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 January 10th Budget and Finance Report."

And

"Move to approve moving Chisago County's Statewide Affordable Housing Aid to the Chisago County Housing Trust Fund, administered by the Chisago County HRA-EDA."

And

"Move to re-allocate ARPA monies from the ARMER allocation to the Chisago Lakes Lake Improvement District for the repair of the Lofton Avenue and Lake Ellen weirs (Chisago Lakes Channel and Weir System)."

And

"Move to approve a contract with SpyGlass Technology Auditing for a phone audit of Chisago County."

And

"Move to publicly recognize the hard work of the Chisago County Household Hazardous Waste Staff for their work in being the recipients of a Greater Minnesota Waste Reduction, Recycling, Reuse and Composting Grant from the MPCA for $249,766.00."

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 _C EB	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

BUDGET & FINANCE COMMITTEE WORKSHOP AGENDA

Wednesday, January 10, 2024

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
   E. ARPA Budget to Actual Report

II. ARMER User and Subscriber Fees Discussion

III. Statewide Affordable Housing Aid Discussion

IV. Lake Improvement District – ARPA Request – Channel and Weir Project

V. SpyGlass Technology Auditing

VI. 38814 3rd Ave., North Branch Building – SWCD and USDA Building

VII. Acknowledgement of HHW Grant

Notice of Virtual Attendance

Commissioner Jim Swenson is participating in the Budget and Finance Workshop virtually via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from The Hammocks 1688 Overseas Highway Marathon FL 33050, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

TAB I

ARPA Expenses
Budget to Actual
As of December 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)	$ (395,012)	$ 253,314
ARPA-0335 ADM	Broadband	1,483,688	(79,960)	(838,026)	565,702
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	89,860	-	-	89,860
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
2023 ADD	Replace HVAC at Historical Society	28,000	-	-	28,000
		$ 3,106,416	**$ (771,794)**	**$ (1,233,038)**	**$ 1,101,585**

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)	(31,655)	70,788
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(15,645)	(23,090)	12,733
2023 ADD	LENS Update	40,600	-	-	40,600
		$ 318,384	**$ (139,518)**	**$ (54,745)**	**$ 124,121**

AUDITOR-TREASURER

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0337 AUD	Tyler Tax/CAMA Software	$ 250,000	$ -	$ (81,954)	$ 168,046
ARPA-0347 AUD	Single Use Audit - ARPA Funds	30,000	-	-	30,000
		$ 280,000	**$ -**	**$ (81,954)**	**$ 198,046**

EMERGENCY MANAGEMENT

Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	**$ 60,000**	**$ -**	**$ (2,750)**	**$ 57,250**

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	$ -	$ (48,024)	$ 26,976
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	-	(7,106)	792,894
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	2,083,300	-	(182,005)	1,901,295
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	-	(5,190)	310
		$ 3,718,752	**$ (4,557)**	**$ (823,284)**	**$ 2,890,911**

ARPA Expenses
Budget to Actual
As of December 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	-	(121,190)	64,415
ARPA-0305 ENVS	Water Resources Grant Match	250,000	-	(64,780)	185,220
ARPA-0306 ENVS	Water Resources Truck	50,000	-	-	50,000
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	-	(4,983)	116,217
2023 ADD	Preliminary Engineering - Swedish Immigrant Trail Connection to Center City	7,766	-	(7,873)	(107)
2023 ADD	Land Acquisition & Appraisal - Swedish Immigrant Trail Connection to Center City	25,513	-	(2,354)	23,160
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	**$ -**	**$ (309,898)**	**$ 1,006,186**

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	-	(3,300)	51,000
2023 ADD	Standby Generator	27,081	-	(2,415)	24,666
		$ 1,018,430	**$ (825,930)**	**$ (50,163)**	**$ 142,337**

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	-	(726,635)	173,365
		$ 1,048,300	**$ (9,230)**	**$ (865,705)**	**$ 173,366**

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)**	**$ (3,427,029)**	**$ 5,788,398**

TAB II

ARMER User and Subscriber Fees – Discussion

Currently all Chisago County USERs and SUBSCRIBERs are operating under a January 1, 2020 to December 21, 2023 'initial term' agreement. The agreement renews for successive one (1) year terms, beginning 1, 2024 and continues written notice is provided by either party.

The County and all the USERS and SUBSCRIBERS can renegotiate other rates for 2024 and beyond. All entities need to budget these costs.

The 2023 invoices were sent on July 1st 2023.

ARMER INFORMATION

All the USERs of the Chisago County ARMER System are still required to meet this year to determine the User Fee for 2024 and beyond (the SUBSCRIBERS are still under contract through 2024). This meeting is required under the current USER and SUBSCRIBER Agreements. Due to this meeting, the County has the ability to change the USER fee for ARMER USERs in 2024 and beyond. This will have an effect on the levy of the County.

At this time, the fee per radio is the 'MESB Fee and SUA2 fee by the number of radios on the system and adding a $30 fee per radio.' Each radio costs a USER $203.18 per year (each radio costs a SUBCRIBER $518.18, but $315 goes into a 'replacement fund').

There are currently 571 radios on the Chisago County ARMER System.

2023 Radios	TOTAL 571
Agency Name	**# of Radios**
Almelund Fire Department	23
Center City Fire Department	22
Chisago City Fire Department	26
Chisago County Sheriff's Office	130
Department of Enterprise Services	5
Emergency Communications Center	16
Emergency Communications Services	50
Harris Fire Department	26
Lakes Area Police Department	36
Lindstrom Fire Department	33
North Branch Fire Department	27
North Branch Police Department	34
Rush City Fire Department	14
Shafer Fire Department	14
Stacy-Lent Fire Department	35
Taylors Falls Fire Department	19
Unassigned	2
Wyoming Fire Department	34
Wyoming Police Department	25

2023 AMOUNTS	
North Branch	$ 21,528.98
Lakes Area PD	$ 7,314.48
Wyoming	$ 11,987.62
Almelund	$ 4,673.14
Center City	$ 4,469.96
Chisago City	$ 5,282.68
Harris	$ 5,282.68
Lindstrom	$ 6,704.94
Rush City	$ 2,844.52
Shafer	$ 2,844.52
Stacy	$ 7,111.30
Taylors Falls	$ 3,860.42
CCSO	$ 67,363.40
Probation	$ 1,036.36
COLLECTED for 2023	$152,305.00

571

Agency Name	**# of Radios**
Almelund Fire Department	23
Center City Fire Department	22
Chisago City Fire Department	26
Chisago County Sheriff's Office	130
Department of Enterprise Services	5
Emergency Communications Center	16
Emergency Communications Services	50
Harris Fire Department	26
Lakes Area Police Department	36
Lindstrom Fire Department	33
North Branch Fire Department	27
North Branch Police Department	34
Rush City Fire Department	14
Shafer Fire Department	14
Stacy-Lent Fire Department	35
Taylors Falls Fire Department	19
Unassigned	2
Wyoming Fire Department	34
Wyoming Police Department	25

			User Fee	Subscriber Fee		
$30 Fee for each unit	15,000.00		30.00			
SAU Fee	61,566.33		123.13	203.18		
MESB Fee	25,026.00		50.05			
Replacement Fund	$ 101,592.33			315.00		
			$203.18	$518.18		
Total Collected for 2023			**$68,878.02**	**$83,426.98**	**$152,305.00**	
				($50,715 is for replacement fund)		

In addition to the SUA2 and MESB fee, the County has 1.8 employees devoted to the ARMER radio system, in addition to the debt service for the system and the daily operating expenses.

ARMER Debt Service (2024)	$	628,683.00
Staff Costs (2024)	$	265,285.68
061-6342 Total (2024) - Day-to-day operating expenses	$	862,579.00
TOTAL	**$**	**1,756,547.68**

Based upon the current costs to operate the ARMER system (*above*), each radio should cost $3076.26 per year. **USERs pay $203.18 per radio per year and SUBSCRIBERs pay $518.18, although $315 goes into a 'replacement fund, which means the County is paying/levying 93.39% of the total cost per radio.**

It is important to also recognize that the County has also already spent $1,252,504.62 to upgrade and maintain the ARMER system, which has further reduced the cost to the County and its taxpayers.

If the Committee was interested in lowering the County levy, the County could increase the USER fee amount for the USERs to be more in line with other Counties. The County could also creatively use the ARMER ARPA calculation to potential lower the yearly operational costs but would need a revenue stream once ARPA is exhausted or the ARPA program ends.

It is important to note that the County's ARMER Debt is structured to stay fairly level over the years. The debt for ARMER will increase significantly beginning in 2027 after some of the County's other debt drops off. Below are the debt payments for the remainder of the 2015A GO Bond:

2015A GO Bond - ARMER			
	Principal	Interest	Total Annual Payment
2024	415,000	213,684	628,684
2025	335,000	203,088	538,088
2026	355,000	194,798	549,798
2027	1,250,000	174,110	1,424,110
2028	1,290,000	138,510	1,428,510
2029	1,330,000	101,205	1,431,205
2030	1,360,000	62,850	1,422,850
2031	1,415,000	21,225	1,436,225
	$7,750,000	$1,109,469	$ 8,859,469

TAB III

Statewide Affordable Housing Aid Discussion

Statewide Affordable Housing Aid helps counties, tribal governments, and greater Minnesota local governments develop and preserve affordable housing within their jurisdictions to keep families from losing housing and to help those experiencing homelessness find housing.

In 2024 Chisago County received $130,416.

Funds distributed under this aid program must be spent on a qualifying project.

Funds will be considered spent if:

- A county or eligible demonstrates to the Minnesota Housing Finance Agency that the city or county cannot expend funds on a qualifying project by the deadline below due to factors outside the control of the city or county
- The funds are transferred to a local housing trust fund

Chisago County Housing Trust Fund:

Chisago County created a Local Housing Trust fund April 7th, 2021. In 2018, the HRA-EDA commissioned a Comprehensive Housing Needs Analysis for Chisago County. A Housing Toolkit was also created to help with decision making around housing. One of the goals identified was to "Evaluate Tools for financial assistance available through the County that would support diverse types of housing."
The HRA-EDA researched several programs and determined the Housing Trust Fund was a good, flexible tool that could be used in Chisago County.

Statewide Affordable Housing Aid:

Funds transferred to a local housing trust fund must be spent on a project or household that meets the affordability requirements described below.

Qualifying projects include:

- Emergency rental assistance for households earning less than 80% of area median income as determined by the United States Department of Housing and Urban Development

- Financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable and supportive housing
- For counties outside the metropolitan counties as defined in Minnesota Statutes, section 473.121, subdivision 4, development of market rate residential rental properties as defined in M.S. 462A.39, subd. 2, para. (d), if the relevant unit of government submits with the report required as described in the Reporting to the Minnesota Housing Finance Agency section a resolution and supporting documentation showing that the area meets the requirements of M.S. 462A.39, subd. 4, para. (a)
- Projects designed for the purpose of construction, acquisition, rehabilitation, demolition or removal of structures, construction financing, permanent financing, interest rate reduction, refinancing, and gap financing of housing to provide affordable housing to households that have incomes which do not exceed:
    - For homeownership projects, 115% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
    - For rental housing projects, 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
- Housing developed or rehabilitated with funds under this program must be affordable to the local work force.

Projects are prioritized that provide affordable housing to households with incomes that:

- For homeownership projects, do not exceed 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
- For rental housing projects, do not exceed 50% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development.

Priority may be given to projects that:

- Reduce disparities in home ownership
- Reduce housing cost burden, housing instability, or homelessness
- Improve the habitability of homes
- Create accessible housing
- Create more energy- or water-efficient homes

Gap financing is the difference between the costs of the property and either:

- The market value of the property upon sale
- The amount the targeted household can afford for housing, based on industry standards and practices.

If aid received under this program is used for demolition or removal of existing structures, the cleared land must be used for the construction of housing to be owned or rented by persons who meet the income limits described above.

If an aid recipient uses the aid on new construction or substantial rehabilitation of a building containing more than four units, the loan recipient must construct, convert, or otherwise adapt the building to include:

- The greater of:
    - At least one unit
    - At least 5% of units that are accessible units, as defined by section 1002 of the current State Building Code Accessibility Provisions for Dwellings Units in Minnesota, and include at least one roll-in shower
- The greater of:
    - At least one unit
    - At least 5% of units that are sensory-accessible units that include:
        - Soundproofing between shared walls for first and second floor units
        - No florescent lighting in units and common areas
        - Low-fume paint
        - Low-chemical carpet
        - Low-chemical carpet glue in units and common areas

MINNESOTA

Payment Advice

To
Vendor ID: 0000197284
Vendor Location: 001
Vendor Name: CHISAGO COUNTY TREASURER
Vendor Address: 313 N MAIN ST #274
CENTER CITY, MN 55012

Reference Information
Pay Cycle: DLYEFT
Pay Cycle Seq Number: 3145

12/26/2023

Payment Information
Payment Reference: 0008535807
Payment Date: 12/22/2023
Payment Method: Automated Clearing House

Agency Code / Description	Contact Phone	Voucher ID / Payment Message	Invoice Date	Invoice Number	Customer Account	Paid Amt
G90 / REVENUE/INTERGOVT	651/556-6092	00 10529578 OUT-OF-HOME PLACEMENT	12/26/2023	23370A11300001B001	CNTY-130000 OUT_OF_HOME	2,347.50 WELFARE
G90 / REVENUE/INTERGOVT	651/556-6092	00 10529579 DISPARITY REDUCT AID	12/26/2023	23370A11300001D001	CNTY-130000 DISP_RED_AID	2,487.00 REC# 16987
G90 / REVENUE/INTERGOVT	651/556-6092	00 10529580 RIPARIAN PROTECT AID	12/26/2023	23370A11300001E001	CNTY-130000 RIPARIAN_PROT	20,000.00 REC# 16987
G90 / REVENUE/INTERGOVT	651/556-6092	00 10529581 LOCAL HOMLESS AID	12/26/2023	23370A11300001G001	CNTY-130000 LOCHOMLESS_AID	14,676.50 WELFARE
G90 / REVENUE/INTERGOVT	651/556-6092	00 10529582 COUNTY PROGRAM AID	12/26/2023	23370A11300001H001	CNTY-130000 CO_PROGRAM_AID	1,537,267.50 REC# 16987
G90 / REVENUE/INTERGOVT	651/556-6092	00 10529583 STATE LOCAL HOUSE AID	12/26/2023	23370A11300001K001	CNTY-130000 SWLHOUSING_AID	130,416.00 WELFARE
G90 / REVENUE/INTERGOVT	651/556-6092	00 10529584	12/26/2023	23370A11300001M001	CNTY-130000 PUBSAFETY_AID	1,138,241.00 REC# 16987

MINNESOTA

Payment Advice

Agency Code / Description	Contact Phone	Voucher ID / Payment Message	Invoice Date	Invoice Number	Customer Account	Paid Amt
		PUBLIC SAFETY AID				
G90 / REVENUE/INTERGOVT	651/556-6092	00 10529585 COUNTY AQUATIC ISP AID	12/26/2023	23370A11300001T001	CNTY-130000 CAISP_AID	67,195.50 REC# 16987
G90 / REVENUE/INTERGOVT	651/556-6092	00 10529586 MV CREDIT-AGRICULTURAL	12/26/2023	23370A11300001W001	CNTY-130000 MVCREDIT_AGRIC	146,804.61 REC# 16987
G90 / REVENUE/INTERGOVT	651/556-6092	00 10529587 PRIOR YR ADJ-MV CREDIT	12/26/2023	23370A11300001X001	CNTY-130000 PYADJ_MVCREDIT	1,096.96 REC# 16987
P07 / DRIVER LIC - MIKE HUTCHINGS	651/201-7024	70 00968261	11/30/2023	Wheelage Tax / November 2023		35,287.89 REC# 16984
R29 / DNR OMB	218/328-8792	FM 00890375	12/08/2023	WILD RIVER TRAILS BM1 FY24		16,130.39 REC# 16985
					Total:	**3,111,950.85 USD**

CHISAGO COUNTY
HRA-EDA
A Natural Resource for Business

Housing Trust Fund

Chisago County HRA-EDA Mission

"Fostering a high quality of life and thriving communities in Chisago County by collaboratively providing resources for residents and businesses."

Overview

- Background
- What we learned
- Why a Housing Trust Fund
- Requested County Board Action

Background

- Maxfield Study
  - Completed in 2018
- Toolkit
  - Completed 2019
- Strategic Plan
  - Completed 2020

Maxfield Study Key Findings

- Income disparities between owners and renters
- Low supply of rental housing units, low vacancy
- Demand for 3,600 housing units and 1,100 senior units by 2030
- Challenge of meeting demand @ reasonable price points
- Wages 38% lower than the Metro Area across all industry sectors
- 76% of residents leave the county for work
  - Employers indicated a key reason - lack of adequate housing options
  - Lack of tools to support new housing affordability

Housing Toolkit Created

The purpose:

- Provide cities and developers with a summary of resources available from the cities and the county
- Provide developers with a summary of key land use and zoning for each city
- Provide a high-level overview of land that is potentially available for development

Created through two facilitated workshops and city/county/developer input

HRA-EDA Strategic Plan

STRATEGIC DIRECTIONS:

1. Positioning the county for continued business growth
2. Clarifying a countywide growth strategy
3. **Developing affordable housing options**
4. Coordinating broadband development

Chisago County stakeholders were surveyed (13 responses) and 20 participated in a half day strategic plan session, along with two HRA-EDA Board Member half day sessions

What we learned through the process

- The Data
- Housing is a Key Economic Development Approach
- Existing Tools Not Adequate to Meet Needs

Key Local Data

23% residents pay more than 30% of their income on housing

8% residents pay more than 50% of their income on housing

Severe Renter Cost Burden **496** households or **19%** of all renter households

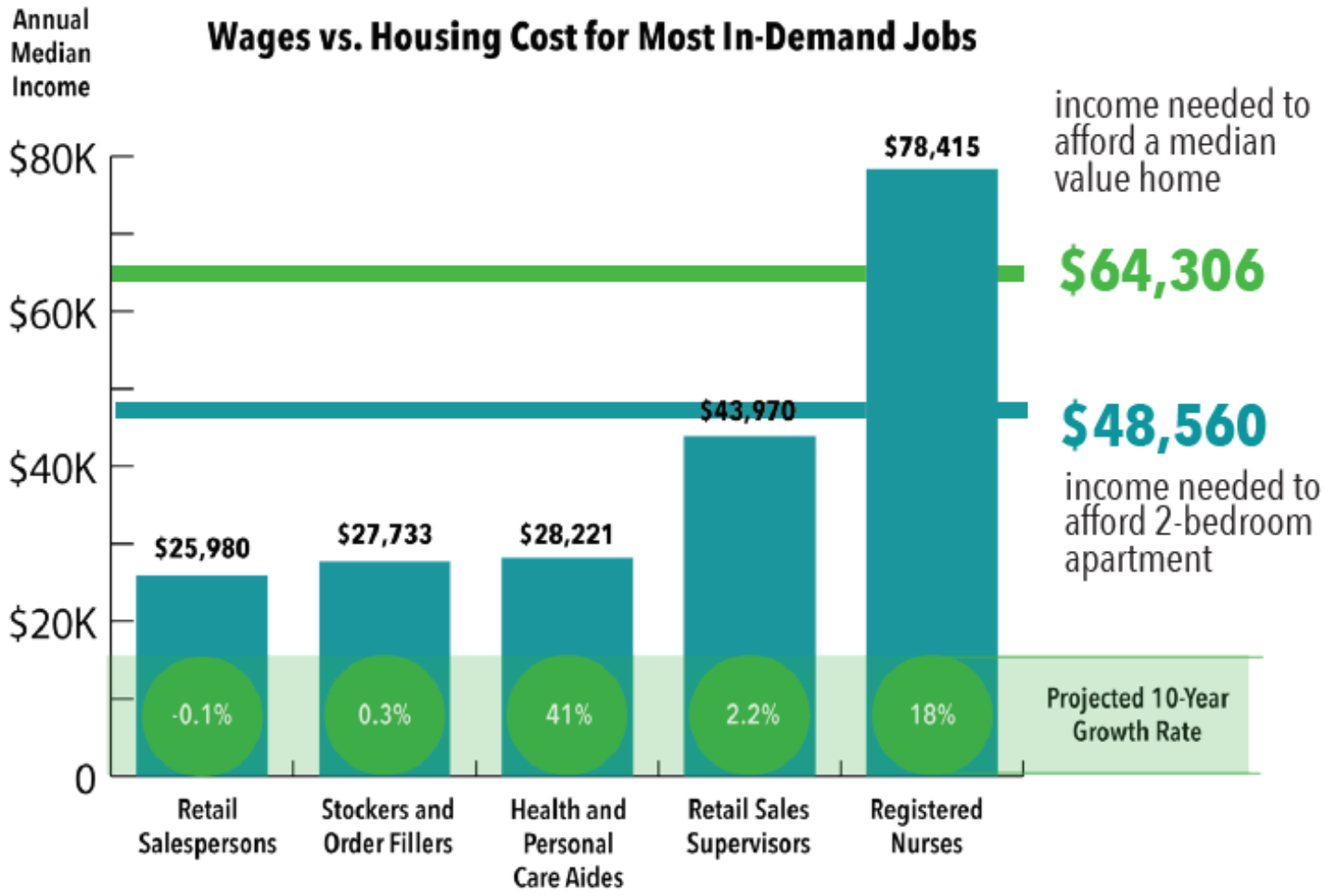
Severe Owner Cost Burden **1,139** households or **7%** of all owner households

Rent (18%) and Owner (17%) Housing Costs Increasing Higher than Wages = Gap is Getting Larger

Homelessness increase 20% (2000-18)

- 36% are children

Gap in wages and housing costs



HRA-EDA Owned Housing

6 housing developments owned across the County

- Target Seniors and Low-Income Residents
- No Vacancies
- Fills a critical need for seniors - 90% seniors
- Does not address workforce housing need

Available Workforce Housing is Critical for Business Success

Why?

- Housing Options just as important as Businesses, Jobs, Infrastructure (broadband, roads, transit)
- When workers live closer to jobs = lower turnover, higher job satisfaction, higher productivity
- Available labor force is the top site selection criteria for business locations decisions

Important to Take a Holistic Approach to Economic Development

Evaluated Existing Tools

- Tax Increment Financing
  - complex, too costly for smaller projects, gap still remains
- Tax Abatement
  - Not widely used for housing, reserve for businesses
- State Tax Credits
  - Very competitive, 3+ years average, limited transit access, limited economically disadvantaged census blocks Example: Wyoming Proposed Development

A New Tool Is Important = Housing Trust Fund

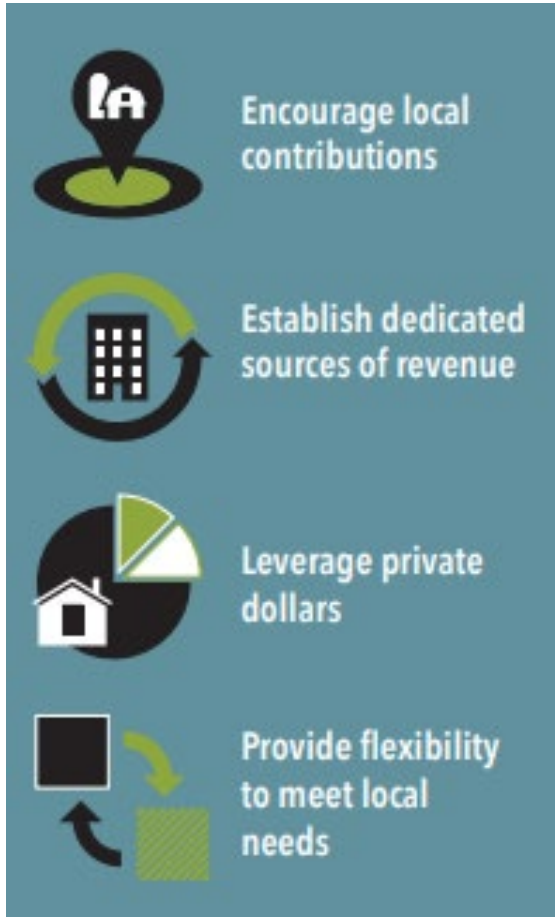
Housing Trust Fund

- What is a Housing Trust Fund?
- What are the Benefits?
- Who else has a fund and for what?
- Proposed for Chisago County

Local Housing Trust Fund

- State Legislative Authority
  - Minn. Stat. §462C.16 says that a "'a local government may establish a local housing trust fund by ordinance or participate in a joint powers agreement to establish a regional housing trust fund."
- Dedicated Funding for Housing
  - As outlined in adopting ordinance and local policy
- Addresses Local Need
  - LHTC is a tool to address the specific local needs
- Resource to Fill Gaps
  - Goal = Fill gaps in resources that are not currently being met

What are the Benefits?



On average, for every $1 invested in a LHTF leverages $6 in additional public and private funds

Current MN Legislative Match Request – HF 528

HF 528 requests a $10 million appropriation to provide a match for local governments who have created a LHTFs

We do not want to pass up this opportunity!

City/County Examples

- 10 LHTF Across the State - Only 3 Counties

  - Crow Wing County
  - Goodhue County
  - Hennepin County

  - Alexandria
  - Bloomington
  - Edina
  - Minneapolis
  - Red Wing
  - St. Louis Park
  - St. Paul

- Annual Funding Range = $100,000 to $15 million

Let’s Be the 4th County to Create a LHTF Competitive Advantage

CCAHTF SUMMARY

- Priority
  - Workforce Housing Units
  - Long term affordability
- Loans or Grants
  - For-Profit or Non-Profit
  - $30,000 - $200,000 depending upon funds available
- Distribution throughout the County
  - Application Process Required
  - Reviewed by a HTF Committee
  - Approvals by HRA-EDA Board
- Funding Source
  - Annual budget process - $150,000 approved for current budget by HRA-EDA
  - Primarily from distributions from housing currently owned by HRA-EDA
  - Accept gifts, grants, donations from corporations and individuals

HRA-EDA's action:
- ordinance adopted
- policy & application
- funding source

Income Targets

FY 2020 Income Limit Area	Median Family Income	FY 2020 Income Limit Category	Persons in Family 1	2	3	4	5	6	7	8
Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area	$103,400	Very Low (50%) Income Limits ($)	36,200	41,400	46,550	**51,700**	55,850	60,000	64,150	68,250
		Extremely Low Income Limits ($)*	21,700	24,800	27,900	**31,000**	33,500	36,000	39,640	44,120
		Low (80%) Income Limits ($)	54,950	62,800	70,650	**78,500**	84,800	91,100	97,350	103,650

Chisago County Median Family Income: $83,464

CCAHTF Priorities

Rental Housing

Ownership Housing

Per Federal HUD Guidelines

Business & City Support

- Svens
- Plastech Corporation
- DennisKirk
- Plastic Products Co
- City of Wyoming
- Rush City
- Chisago City EDA
- City of Lindstrom
- Chisago Lakes Area Housing Task Force

Chisago County Board Action

- Request Adoption of the Chisago County HRA-EDA Ordinance Creating a Local Housing Trust Fund and Designating the Chisago County HRA-EDA as the Administrator of the Fund.

TAB IV

Lake Improvement District – ARPA Request – Channel and Weir Project

The Chisago Lakes Lake Improvement District (LID) is respectfully requesting the Chisago County Board allocate **$175,000.00 of ARPA** funding, to assist in the repair of the Lofton Avenue and Lake Ellen weirs (Chisago Lakes Channel and Weir System).

Initial estimates project a total repair cost of roughly $350,000, which includes $30,000 for professional engineering and design services. The request of $175,000.00 is roughly 50% of the anticipated total project cost.

In the early 1980's, the Lake Improvement District (LID) installed the channel and weir (water control structure) system to move water out of the watershed, quickly and efficiently. The channel and weir system is a network of engineered ditches and weirs that connect most lakes within the watershed, allowing for management of water levels and serving as the primary flood prevention tool on area lakes.

The LID had not anticipated, nor planned for such a significant capital expense. Staff is in the process of gathering information on other funding sources and agency partnerships. Securing a 50% match ($175,000) from the County would make the LID's application significantly more attractive in a competitive grant process. Currently, staff is soliciting quotes for *engineering & design for bid*.

Attachments:

- Memo from LID Administrator Ben Elfelt
- 2024 LID Budget
- Draft Minutes from LID Planning Meeting 12/28/2023
- Chisago County Weir Inspection Report – Collins Engineer Inc.
- RFP – Professional Services Engineering and Design

Chisago Lakes Lake Improvement District, American Rescue Plan Act

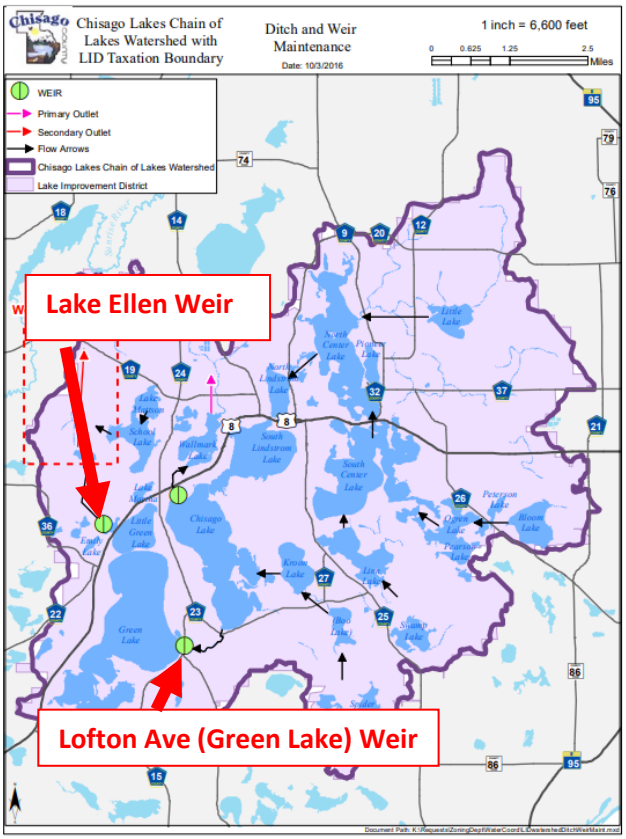
Request for Funding

Request

The Chisago Lakes Lake Improvement District (LID) is **respectfully requesting the Chisago County Board allocate $175,000.00 of ARPA funding**, to assist in the repair of the Lofton Avenue and Lake Ellen weirs (Chisago Lakes Channel and Weir System). Initial estimates project a total repair cost of roughly $350,000, which includes $30,000 for professional engineering and design services. The request of $175,000.00 is roughly 50% of the anticipated total project cost.

Background

Following significant flooding in the 1970's and again in the early 1980's, the Lake Improvement District (LID) installed the channel and weir (water control structure) system to move water out of the watershed, quickly and efficiently. The channel and weir system is a network of engineered ditches and weirs that connect most lakes within the watershed, allowing for management of water levels and serving as the primary flood prevention tool on area lakes.



The channel and weir system includes two mechanical weirs (Green Lake & Lake Ellen), which allow managers to open and close gates, increasing or decreasing the flow of water throughout the system. These structures were installed in the mid 1980's and have had minimal maintenance, aside from minor cleaning, and are operated in accordance with the 2016 Channel & Weir Operation and Maintenance Plan.

In September of 2023, a structural inspection that was conducted by Collins Engineers Inc, discovered significant deterioration of the superstructure of the weirs, as noted in the attached structural inspection report. Initial estimates project a total repair cost of roughly $350,000, which includes $30,000 for engineering and design. Representatives from Collins Engineers Inc. recommended the noted repairs should be made within three years to ensure the safety and functionality of the weirs.

The LID had not anticipated, nor planned for such a significant capital expense. Staff is in the process of gathering information on other funding sources and agency partnerships. Securing a 50% match ($175,000) from the County would make the LID's application significantly more attractive in a competitive grant process. Currently, staff is soliciting quotes for *engineering & design for bid*.

Why this Matters

The lakes in the Lake Improvement District are public water resources that benefit the entire County. These lakes offer high-quality recreational opportunities that attract visitors from across the region and enrich the lives of the residents of Chisago County.

Although the economic benefit of water-based recreation and tourism is difficult to quantify and has not been studied locally, it is undeniable that area lakes are major destinations for year-round recreation. Overflowing parking lots are not uncommon sights at major boat landings in the summer months. One of the reasons these lakes are so popular is because they provide a unique experience due to being connected. When connected (under normal/highwater conditions) Chisago, North and South Lindstrom, and Center Lakes offer the largest navigable lake in the region, second only to Lake Minnetonka. Under these conditions, boaters have seamless access to the downtowns of Chisago City, Lindstrom, and Center City from the water, providing a rich user experience that brings more traffic to local small businesses.

There are roughly 14,000 residences, and hundreds of businesses within the LID, most of which are not waterfront properties. However, they all benefit from enhanced property values in relation to their proximity to the lakes. Identical homes and businesses in an area without lakes would typically hold a lower value, and thus provide a lower tax revenue.

In the absence, or failure of the weirs, water levels would likely need to be maintained at slightly lower levels to provide a buffer for highwater events. The resulting lower water in area lakes would decrease access, cutoff connectivity, and have a detrimental impact on lakeshore property values. Residents and visitors alike benefit from the mechanical control of water levels – since the weirs allow for water to be quickly and safely removed from the system, managers can confidently maintain higher water levels that are more conducive to navigation and recreation.

Thank you for your consideration on this matter,

Benjamin Elfelt
Administrator
Chisago Lakes Lake Improvement District

Goal 1 Water Quality 6828		Budget	Fund Balance
Obj 1	Lake Water Quality Monitoring	$ 10,000.00	$ -
Obj 2	Lake Water Quality Monitoring Report	$ 6,000.00	$ 5,000.00
			$ -
	Subtotal	**$ 16,000.00**	**$ 5,000.00**

Goal 2 Ditch & Weir System, Water Levels 6813			
Obj 1	Maintain Ditch & Weir System		
Obj 1a	*Master Services Agreement*	$ 40,000.00	
Obj 1b	*Channel and Weir Maintenance - Structural*		$ 53,000.00
Obj 3	Equipment & Supplies	$ 500.00	
	Subtotal	**$ 40,500.00**	**$ 53,000.00**

Goal 3 Land Use Practices 6893			
Obj 1			
Obj 2	Matching funds - Install Projects		$ -
Obj 2a	*SWCD FY 2023Match*		$ 45,000.00
Obj 2b	*SWCD FY 2024 Match*	$ 45,000.00	
Obj 3	Best Management Practices Maintenance	$ 8,000.00	
	Subtotal	**$ 53,000.00**	**$ 45,000.00**

Goal 4 Recreational Use 6454			
Obj 1	Recreation and safety recommendations	$ -	$ -
Obj 2	Waterway Trail System	$ 150.00	
Obj 3	Parks adjacent to lakes	$ 150.00	
Obj 4	Public-use docks	$ 150.00	
	Subtotal	**$ 450.00**	

Goal 5 Navigation Channels 6834			
Obj 1	North Center North Lindstrom Channel	$ -	$ 40,000.00
Obj 2	Navigation Channels Maintenance - Navigation	$ -	$ 20,000.00
	Subtotal	**$ -**	**$ 60,000.00**

Goal 6 Shorelines 6827			
Obj 1	Lakeshore and Urban Restoration	$ 10,000.00	$ -
Obj 2	Landowner Cost Share Program	$ 10,000.00	$ -
	Subtotal	**$ 20,000.00**	**$ -**

Goal 7 Environmental Education & Stewardship 6881			
Obj 1	Children's Water Festival	$ 1,000.00	
Obj 2	Water Resource Education Collaboration EMWREP	$ 7,000.00	
Obj 3	Education/Outreach	$ 200.00	
Obj 4	Hook Line & Sinker & Lead	$	
Obj 6	Boat Launch Garbage & Recycling		$ 250.00
	Subtotal	**$ 8,200.00**	**$ 250.00**

Goal 8 Aquatic Invasive Species 6840			
Obj 1	Lake Association partnerships	$ 30,000.00	
Obj 2	Rapid Response		$ 5,000.00
Obj 3	Develop and Implement Carp Control Plan		
Obj 4	Survey Aquatic Plants/Animal Monitoring	$ 6,000.00	
Obj 5	Invasive Phragmites Treatment	$ 7,000.00	$ 3,000.00
	Subtotal	**$ 43,000.00**	**$ 8,000.00**

Staff & Administrative Support			
Obj 3a	County Staff Support 6105		
	Salaries And Wages - Permanent	$ 95,699.00	
	Salaries And Wages - Parttime	$ 34,091.00	
	Insurance	$ 19,877.00	$22,000
	Pera	$ 9,734.00	
	Social Security	$ 8,047.00	
	Medicare	$ 1,882.00	
	Subtotal	**$ 169,330.00**	**$22,000**

Administrative Support			
Obj 1	Contractor meeting attendance 6886	$ 3,000.00	
Obj 2	Per diems 6111	$ 6,000.00	
Obj 3b	Technology		$ 500.00
Obj 4	Miscellaneous Expenses		
	Postage 6205	$ 350.00	
	Publications and brochures 6235	$ 2,000.00	
	Conferences, dues, training 6245	$ 500.00	$ 500.00
	Gas & oil 6561	$ 1,000.00	
	Truck/Boat Maintenance 6482	$ 2,000.00	
	Mileage 6330		
	Office Supplies 6400		
	Totals	**$ 14,850.00**	**$ 45,000.00**

Totals		
	$ 365,330.00	**$ 238,250.00**

Cash Balance as of 11/1/2023	$341,120.81
Carryover (commitments) SWCD 2023 funds	($45,000.00)
Available Cash for 2024	**$296,120.81**
1st 1/2 Expenses for 2024	($182,665)
Water Quality Report	($5,000)
Fund Balance to cover insurance gap	($22,000)
Projected Cash Balance after 1st 1/2 of 2024	**$86,456**

Draft MINUTES
Chisago Lakes Lake Improvement District
Planning and Budget Workgroup Meeting
Thursday, December 28, 2023

The Chisago Lakes Lake Improvement District (LID), 2023 Planning and Budget Workgroup met at 2:00 p.m. on Thursday, December 28, 2023, in Conference Room 150B of the Chisago County Government Center with the following Board of Directors present: Jill Behnke, Travis LaMotte, and Steve Paquay.

Also present: LID Administrator Ben Elfelt, Water Resource Specialist Monica Kinny, County Commissioner Marlys Dunne, County Administrator Chase Burnham, and County Chief Deputy Auditor-Treasurer Kristin Waddell.

Administrator Elfelt reviewed the recommendation from Collins Engineers, Inc. resulting from their inspection of the Lofton Avenue and Lake Ellen Weirs in September of 2023. According to their report, "The weir structures were generally in poor condition with defects of structural significance."

The consensus is that the repairs should commence as soon as funding can be obtained to avoid increased costs due to inflation or supply chain issues, as well as to avoid the risk of weir structural instability or failure.

In addition to the suggested repairs, several optional upgrades could be completed at that time to prevent future issues with the moving parts and mechanisms. The weirs could also be retrofitted to accommodate remote sensing technology such as dataloggers for such parameters as flow rate, water temperature, nutrient levels, chloride levels, etc. if desired.

A request for weir repair (engineering and design) quote has been sent to several engineering firms with a response deadline of February 2, 2024.

Elfelt shared with the workgroup that he has investigated funding via a Flood Hazard Mitigation Grant Program administered by the Minnesota Department of Natural Resources. This program runs in 3-year cycle, and the next funding consideration will be in 2026. Elfelt will research this funding route as a back-up source since the timeline is not ideal for the weir project, and costs must be incurred and paid before reimbursements can be made. There may be some funds left over from the most current grant cycle to pursue.

Another option may be to pursue an appropriations bill with the state. Elfelt reached out to State Senator Mark Koran to investigate the feasibility of this funding source and will follow up as needed.

Pete Stauber, 8th Congressional District Representative, may be a source of federal funding pathways.

An option potentially exists with the county's American Rescue Plan Act (ARPA) funds received from the Federal Government. This funding is awarded at the discretion of county commissioners and the majority has already been allocated to projects, but if those projects come in under budget, some excess funds may become available. All ARPA funds must be spent by 2026.

If ARPA funds do not materialize, the LID could obtain a county grant from general funds and pay this back with a temporary levy increase to LID residents.

If the LID could obtain a 50% match toward a state or federal grant, its application would be much more attractive in a competitive grant process. (ARPA funds **are** an acceptable match for grant funding.) However, the ARPA funds timeline does not match up well with the state's 3-year grant cycle for Flood Hazard Mitigation dollars.

Since grant timelines can be extensive, it is recommended to "get the ball rolling" on a county grant, (ARPA or other), of $175,000 to provide a 50% match for federal or state level funding. The target goal from all funding sources combined would be $350,000 to pay for recommended weir repair costs and mechanism upgrades.

The LID Planning and Budget Workgroup recommends to the LID Board of Directors to request $175,000 from the County Board, via ARPA funds or a General Fund loan, to provide a 50% match to state or federal grant funding for the full weir repair project; $35,000 of which would be earmarked for design and engineering costs.

STRUCTURAL INSPECTION AND ASSESSMENT OF LAKE ELLEN AND LOFTON AVENUE WEIRS

CHISAGO COUNTY
SEPTEMBER 2023

Prepared for:

Chisago County Environmental Services
313 N Main St., Suite 240
Center City, MN 55012

Prepared by:

COLLINS ENGINEERS INC.
1599 Selby Avenue, Suite 206
St. Paul, Minnesota 55104
651.646.8502 • www.collinsengr.com

COLLINS ENGINEERS INC.

Dear Mr. Elfelt,

We hope this letter finds you well. We are writing to provide you with a comprehensive summary of the recent weir defect assessment conducted by our three-man inspection team in response to your concerns regarding the structural condition of the weirs as well as an estimated remaining service life and recommended repairs.

Inspection Procedures:

The inspection included an above and below water, visual and tactical examination of each element on the structure with particular attention given to any observed areas of deterioration or apparent distress. Various areas on the surfaces of the structure were cleaned so that the substrate condition could be more closely examined.

The interior structure inspection required rope-access and confined space entry procedures. The three-person team consisted of a Level II SPRAT certified engineer-climber and two other engineer-climbers, all of which were trained and certified in confined space entry operations and procedures. The inspection was conducted using commercial rope access equipment and operations following an approved job safety analysis. During the inspection, the climbers equipped with confined space air monitors used a confined space tripod lifting system to repel into the weir and a note taker recorded the inspection notes from the top of protective timber structure.

The underwater portion of the inspection consisted of a three-person team, including an ADCI certified professional engineer-diver and two engineer-divers. The inspection was conducted using commercial diving equipment and operations. During the inspection, the divers worked from shore and a note taker recorded the inspection notes from the top of the deck.

Photographs were taken to document the general conditions and observed deficiencies. The type of channel bottom material, the presence or extent of scour, the presence or extent of riprap, the presence or extent of drift and debris, and the location of any foundation exposure or undermining were noted.

Lake Ellen Weir:

The Weir structure consisted of vertical steel sheet piling with vertical steel columns welded to the sheeting. The steel columns support a timber enclosure structure and deck platform. The weir hydraulic control structure is a steel sheet pile containment cell with 1 lift gate controlling the outlet flow located at the bottom of the north end of the cell.

The structure was generally in **poor** condition with several defects of structural significance noted below.

- **Defects and Observations:**
    - **Steel Sheet Piling:** The Lake Ellen weir exhibited laminated rust with section loss typically ranging from 15-25% of steel sheet piling members. Interlocks of steel sheet piling were typically tight with no leaks observed.
    - **Vertical Steel Columns:** The primary load-carrying members exhibited heavy pitting and laminated rust with 25% section loss, with isolated areas up to 100% section loss, located in the webs of the columns near the groundlines of the exterior piles and the bottom 2 feet of interior piles. Additionally, minor deflection was observed.
    - **Secondary Steel Members:** All other secondary steel members typically exhibited coating failure and corrosion with minor section loss (~5%).
    - **Timber Deck and Enclosure System:** The timber joists supporting the deck planks were in good condition. The timber deck and timber enclosure system typically exhibited minor checking and areas of abrasion, decay, and minor section loss. Steel bands holding

the timber members together exhibited light surface corrosion, but generally the protective system was in working order. The majority of structural nails used on the timber deck were starting to pull out.

- **Lift Gate and Mechanical Devices:** Minor corrosion and section loss observed on metal surfaces. Minor displacement of the gate lift but remained operational.
- **Timber Debris:** Minor timber debris was observed around the exterior timber protective system and around the lift gate inside the timber containment cell, which was removed during inspection.
- **Scour and Erosion:** No scour or erosion was observed, and flows were unobstructed.
- **Channel:** The channel bottom material consisted of soft silt with up to 18 inches of probe rod penetration. The depth of the channel bottom around the structure ranged from 1 to 2 feet deep.

Lofton Avenue Weir:

The Weir structure consisted of vertical steel sheet piling with vertical steel columns welded to the sheeting. The steel columns support a timber enclosure structure and deck platform. The weir hydraulic control structure is a steel sheet pile containment cell with 1 lift gate controlling the outlet flow located at the bottom of the west end of the cell and 2 lift gates controlling the inlet flow located at the bottom of the northeast and southeast ends of the cell.

The structure was generally in **poor** condition with several defects of structural significance noted below.

- **Defects and Observations:**
    - **Steel Sheet Piling:** Typically exhibited laminated corrosion 1/16 inch thick and pitting up to 1/8 inch deep from the top of piling down 6 feet. Interlocks of steel sheet piling were typically tight with no leaks observed.
    - **Vertical Steel Columns:** Nine of the thirteen primary load-carrying steel columns exhibited 100% section loss in the web from the waterline up 2 feet. Flanges exhibited laminated rust and pitting with section loss up to 20% with minor distortion bowing inwards.
    - **Secondary Steel Members:** All other secondary steel members typically exhibited coating failure and corrosion with minor section loss (~5%).
    - **Timber Deck and Enclosure System:** The timber joists supporting the deck planks were in good condition. Timber plank decking exhibited checking up to ½ inch wide through 50% of member thickness. The timber enclosure system typically exhibited minor checking and areas of abrasion, decay, and minor section loss. Steel bands holding the timber members together exhibited light surface corrosion, but the entire protective system remains in working order. The majority of deck structural nails are starting to pull out.
    - **Lift Gates and Mechanical Devices:** Typically, in fair condition with minor corrosion and section loss observed on metal surfaces. All gates were in working condition. A minor leak was observed in the Northeast inlet gate.
    - **Scour and Erosion:** No timber debris, scour, or erosion was observed, and flow was unobstructed.
    - **Channel:** The channel bottom material consisted of soft silt with up to 18 inches of probe rod penetration. The depth of the channel bottom around the structure ranged from 2 to 4 feet deep.

Repair Considerations:

It is recommended to perform the following corrective actions to extend the life of the structure and remain operable:

- Replace, repair, or retrofit all vertical steel columns.
- Clean and recoat all steel surfaces.
- Replace deteriorated timber members and replace all nails with screws.

Until corrective action is taken, it is recommended to perform annual visual structural inspections looking for any signs or movement or accelerated deterioration.

Conclusion:

The weir structures were generally in poor condition with defects of structural significance. There is no immediate concern for the stability or proper functioning of the structures, however, we believe that implementing the above recommendations will extend the functional life of Lake Ellen and Lofton Avenue Wiers. If no corrective action is taken to address the observed defects, the structure is at risk of structural instability or failure. Extreme caution should be taken if anyone is required to enter the structure, otherwise we recommend prohibiting any persons from entering or loading the structure. Should you have any questions or require further clarification, please feel free to contact me. We look forward to working closely with you to preserve the structural integrity of these assets.

Marc B. Parker, P.E.
Regional Manager

COLLINS ENGINEERS INC.

Lake Ellen Weir Log of Photos

NORTH FACE OF WEIR LOOKING SOUTH

EAST FACE OF WEIR LOOKING NORTH

SOUTH FACE OF WEIR LOOKING NORTHWEST

WEST FACE OF WEIR LOOKING NORTH

TYPICAL CHECKING OF TIMBER ENCLOSURE SYSTEM

TYPICAL SURFACE CORROSION OF STEEL BANDING

AREA OF MINOR DAMAGE AT SOUTHEAST CORNER OF WEIR LOOKING WEST

OVERALL VIEW OF WEIR DECK LOOKING SOUTH

TYPICAL FENCE POST BASE CONDITION

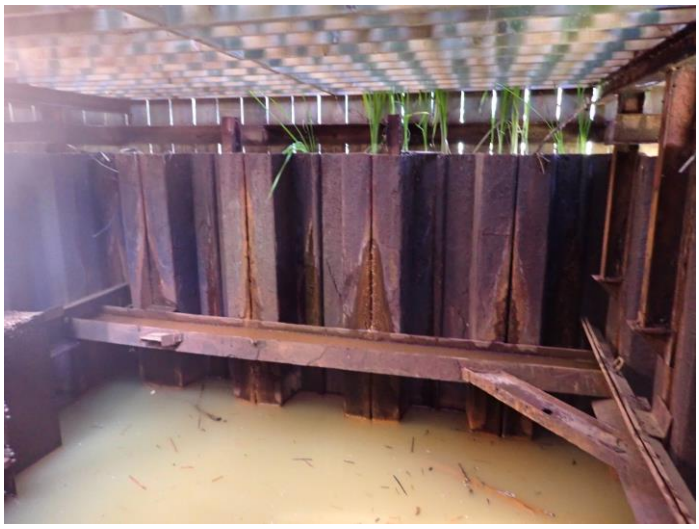
TYPICAL ABRASION OF WEIR DECK

TYPICAL CHECKING OF WEIR DECK

TYPICAL FLOOR JOIST CONDITION

NORTH SIDE OF CONTAINMENT CELL LOOKING NORTH

WEST SIDE OF CONTAINMENT CELL LOOKING WEST



EAST SIDE OF CONTAINMENT CELL LOOKING EAST

SOUTH SIDE OF CONTAINMENT CELL LOOKING SOUTH

TYPICAL STEEL INTERLOCK CONDITION

TYPICAL STEEL SHEET PILING CONDITION

TYPICAL LAMINATED RUST OF STEEL SHEET PILING

TYPICAL HORIZONAL SUPPORT CONNECTION CONDITION

TYPICAL HORIZONAL CANTILEVER CONNECTION

TYPICAL VERTICAL COLUMN CONDITION

TYPICAL CORROSION HOLE AND SECTION LOSS OF VERTICAL COLUMN WEB

GATE LIFT STAINLESS STEEL THREADING CONDITION

WEIR GATE CONDITION LOOKING NORTH

GATE LIFT DISPLACEMENT LOOKING WEST

Lofton Avenue Weir Log of Photos

NORTH FACE OF WEIR LOOKING WEST

EAST FACE OF WEIR LOOKING NORTHWEST

SOUTH FACE OF WEIR LOOKING NORTHWEST

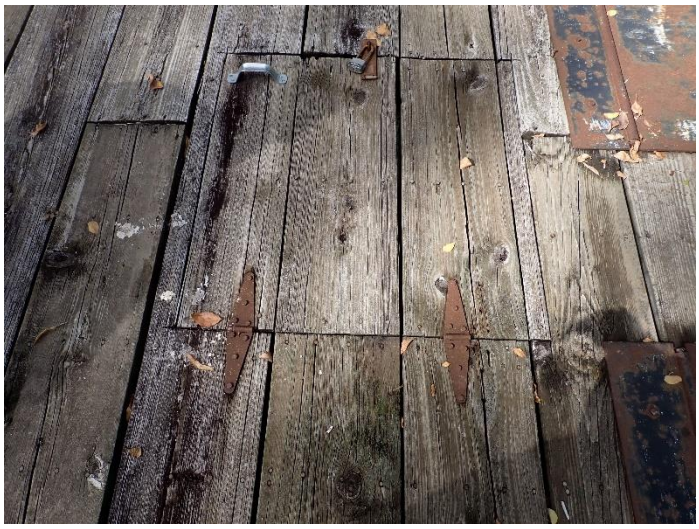
STEEL SHEET PILING ALONG THE WEST FACE OF WEIR LOOKING SOUTHWEST

TYPICAL CHECKING OF VERTICAL TIMBER PLANKS

TYPICAL SURFACE CORROSION OF STEEL BANDING

AREA OF ISOLATED SECTION LOSS OF STEEL BANDING AT SOUTH FACE LOOKING NORTH

TYPICAL STEEL ANGLE CONDITION ALONG TOP EDGE OF DECK


TYPICAL ACCESS HATCH CONDITION

TYPICAL LOOSE NAILS STARTING TO PULL OUT

TYPICAL CHECKING OF WEIR DECK

TYPICAL FLOOR JOIST CONDITION

NORTH SIDE OF CONTAINMENT CELL LOOKING NORTH

WEST SIDE OF CONTAINMENT CELL LOOKING WEST

SOUTH SIDE OF CONTAINMENT CELL LOOKING SOUTH

EAST SIDE OF CONTAINMENT CELL LOOKING NORTHEAST

TYPICAL STEEL INTERLOCK CONDITION

TYPICAL STEEL SHEET PILING CONDITION

TYPICAL BOTTOM CONNECTION OF STEEL COLUMNS TO SHEET PILING

TYPICAL HORIZONAL SUPPORT CONNECTION CONDITION

TYPICAL HORIZONAL CANTILEVER CONNECTION

TYPICAL VERTICAL STEEL COLUMN CONDITION

TYPICAL CORROSION HOLE AND SECTION LOSS OF VERTICAL COLUMN WEB

SECTION LOSS OF STEEL PILE WEB

TYPICAL DEFLECTION OF STEEL COLUMNS

TYPICAL FIELD WELD CONDITION OF STEEL COLUMNS TO STEEL SHEET PILING CONNECTION

WEIR GATE LIFT CONDITION LOOKING NORTH

Chisago Lakes Lake Improvement District
Department of Environmental Services/Zoning
Chisago County Government Center
313 North Main Street, Center City, Minnesota 55012
(651) 213-8383 or benjamin.elfelt@chisagocountymn.gov

REQUEST FOR QUOTE – PROFESSIONAL SERVICES

Engineering & Design for Bid - Repair of the Lofton Avenue and Lake Ellen Weirs

Chisago County, MN

Background

The Chisago Lakes Lake Improvement District (LID) is soliciting quotes from qualified firms for professional engineering and design services for the repair of the Lofton Avenue and Lake Ellen Weirs. Following a period of significant flooding in the 1970's, the Chisago Lakes Outlet Project was undertaken in 1986 to provide an outlet from Chisago Lake to Green Lake, and from Green Lake to the Sunrise River. As part of that project, two outlet structures (weirs) with control gates were constructed. The purpose of the outlet project was to move water out of the watershed, quickly and efficiently. The channel and weir system is a network of engineered ditches and weirs that connects most lakes within the watershed, allowing for management of water levels and serving as the primary flood prevention tool on area lakes, in accordance with the Channel and Weir Operations and Maintenance Plan, dated April 2017. *(Attachment: 1)*

In August of 2023, a structural inspection was conducted by Collins Engineers Inc, which revealed significant deterioration of several components of the weirs, as noted in the attached structural inspection report. *(Attachment: 2)*

The LID is tasked with repairing these structures to ensure their safety and functionality for years to come. The LID is soliciting quotes from qualified firms for professional engineering and design for bid services for the repair of the Lofton Avenue and Lake Ellen Weirs **AND** the repair/replacement/refurbishment of the control structures in each weir.

Project Deliverables

1. Develop engineered design and plans for bid to address the deficiencies detailed in the 2023 structural inspection conducted by Collins Engineers Inc. **AND** engineered plans for the replacement of the mechanical control gates in both weirs.
    a. Engineered plans for the repairs of the Lofton Avenue and Lake Ellen weirs and control gates should include, but are not limited to:
        i. Project Narrative, including strategy for access, traffic control, and safety
        ii. Itemized Cost Estimate of repairs, including labor, materials, permits, contractor meetings, and other associated fees
        iii. Project Timeline, including 30%, 60%, 90%, and 100% benchmarks

Optional Site Visit **Monday,** January 15, 2024 (9:00 AM, Lofton Ave Weir)
Monday, January 15, 2024 (10:30 AM Lake Ellen Weir)

(If interested, please RSVP to Ben Elfelt @ (651) 213-8383 or benjamin.elfelt@chisagocountymn.gov before Friday, January 12, 2024)

Submittal Details & Deadline **DUE Friday, Feb 2, 2024**

If interested, please submit quotes to Ben Elfelt, in PDF form to benjamin.elfelt@chisagocountymn.gov or by mail to ATTN: BEN ELFELT, 313 North Main Street, Center City, Minnesota 55012

TAB V

SpyGlass Technology Auditing

SpyClass is an independent contractor which analyzes telecommunications service accounts (Voice, Data, Internet, Cloud Services, SaaS Licensing, and Mobility) to seek cost recovery, service elimination and cost reduction recommendations.

Company will pay Auditor the applicable fee set forth below **ONLY** for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 40% of any “Cost Recovery”, as defined below
- 10 times any “Service Elimination Savings”, as defined below
- 10 times any “Cost Reduction Savings”, as defined below

According to SpyGlass, below is the top value added;

- **SpyGlass SnapShot Audit:** For most Counties G&A expense is higher than ever, and it would be good to bring dollars back to the bottom line rather than going to providers. Savings we provide from optimizing the technology cost center will free up dollars to invest into other areas of the budget on a recurring basis.
- **SpyGlass Inventory:** The inventories we provide will allow you to identify all devices, licenses, services, features, etc. in place as well as services not currently in use that can either be reallocated or eliminated. Providers often make if very difficult to determine individual cost components and true usage levels, which can lead to dollars overbilled on "extra stuff."
- **Benchmark Analysis:** This is a helpful tool when identifying if your pricing is where it should be as well as eliminating tax and tariff errors. Most of our clients do not have a ton time to reach out to competitive vendors regarding the best market price or verifying charges are correct with current providers.

- **Our Process:** We perform this analysis with minimal time or effort from your staff and deal with providers so that you may focus on other priorities. Essentially, we do the work and present you with the recommendations while your team focuses on more productive tasks.

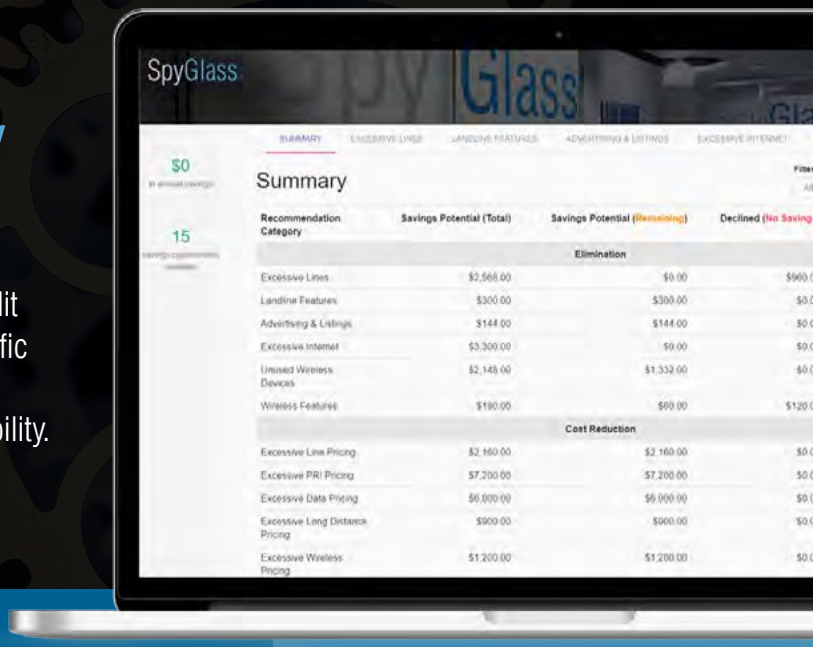
Attachments:

- SpyGlass Process and Benefit Overview
- SpyGlass Executive Presentation 2024
- SpyGlass – Success Based Cost Analysis Agreement
- June 6, 2018 SpyGlass Invoice

SpyGlass

Challenging the Technology Cost Status Quo

Our highly-personalized technology expense SnapShot Audit educates and empowers you with innovative, industry-specific insight and valuable cost-saving recommendations across voice, data, internet, cloud services, SaaS license, and mobility.



20+
Years of Experience

13,000+
Clients in the U.S. & Canada

99%
Audit Savings Success

We Provide Industry-Leading Technology Expense Management Solutions

We work exclusively for you to decipher billing systems designed by the providers to maximize revenue at your expense. Our technology expense management audits provide answers for surprising savings – and we only get paid when we succeed.

We Work Behind the Scenes to Reduce Your Technology Service Expense

Our technology cost audit is all about you. From our Kickoff meeting through the implementation of savings opportunities, we collaborate with you to ensure personalized industry-leading technology service cost solutions for long-term savings and process improvement.

Technology Expense Management Experts at Your Service

Your IT staff is talented but they're also busy keeping your systems running and on the cutting edge. Our technology expense auditing team uncovers cost inefficiencies buried in the cost center and impossible to identify without professional tools. Very simply, our powerful technology SnapShot Audit delivers surprising savings to boost your technology environment budget.

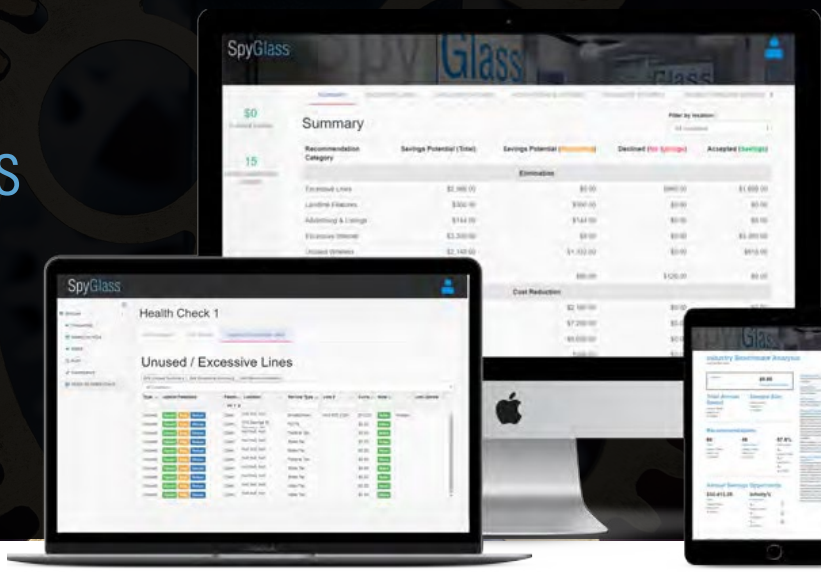
www.SpyGlass.net

1.877.4.SPY.NOW
Info@SpyGlass.net

SpyGlass

Our SnapShot Audit Spots Technology Service Savings

With a comprehensive technology expense SnapShot Audit from SpyGlass, you'll gain technology expense clarity and an average saving of 20% monthly.



Get Started with Our Proven, Simple Steps

1

Contact

Contact SpyGlass to start your technology expense SnapShot Audit.

2

Submit

Submit technology billing from your most recent two-month period of all services.

3

Meet

Meet with our team of experts to review your SnapShot Audit results.

4

Choose

Choose the savings recommendations you want SpyGlass to implement.

5

Payment

Pay only for the implemented and verified savings SpyGlass executed on your behalf.

Guaranteed ROI in One Year or Less

Our compensation is success-based, so you only pay if we save you money. There are no up-front costs and you will always be in control of what's implemented. After your selected recommendations are implemented, you pay us a portion of what you've saved while being guaranteed to recoup our fee in one year or less. It's that simple.

www.SpyGlass.net

1.877.4.SPY.NOW
Info@SpyGlass.net

SpyGlass

Challenging the Technology Cost Status Quo

Our robust technology expense audits are known for finding errors and inefficiencies in 99% of engagements.

Joel McCutchan, Director, Key Accounts

(612) 351-2105, jmccutchan@spyglass.net

Agenda

SpyGlass

Insights
Industry statistics

Introductions
Group share

Our Customers
Successful projects

Our Process
Simple and efficient

Success Based
We win together

Next Steps
Moving forward

Technology Spend Categories

SpyGlass

Network (Voice, Data, Internet)

AT&T

windstream

LUMEN

COX

Granite

Mobile

verizon

AT&T Wireless

T-Mobile

ROGERS

Cloud

aws

Azure

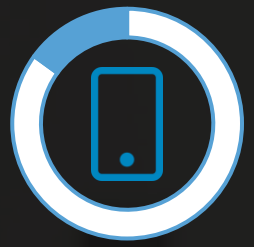
Google Cloud

Insights

SpyGlass

30%

Telecom contract optimization yields average savings of 15 to 30%; subscription/service optimization yields 10 to 25% based on CIO.

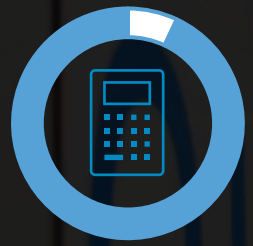


15%

The Motus Cost of Idle Assets report found that companies have anywhere from 10% - 15% of company-owned devices going unused.

18.6%

According to the Tax Foundation, the extra taxes on cell phone bills have increased by nearly 4.5% in the last 10 years to a shocking 18.6%.



93%

A recent survey by CloudCheckr found 93% of businesses face challenges with budgeting infrastructure cloud costs.

35%

Flexera noted, "organizations waste an average of about 35% of their cloud spend.

57%

More than 57% have experienced a negative business impact due to inefficient cloud cost management.

Technology Spend Experts

SpyGlass

The SpyGlass Group

- Highly-personalized technology cost advisory firm
- Over 20 years of experience
- Focused on reducing and recovering tech expenses
- Not a telecom provider – audit and optimization advisors
- We don't sell technology hardware

Results Driven

- Country's largest database of middle market tech spend
- Historical information for voice, data, Internet, cloud services, and mobility pricing
- Award-winning process, software, and culture

14,000+
Clients and Growing

99%
Audit Savings Success

2,750+
Audits in 2021-2023

60%
Recovered Funds

$100M+
Identified Savings (2021-2023)

20%
Avg. Monthly Savings

About You

SpyGlass

Infrastructure

Billing

Initiatives

SpyGlass

About Client

The City of Mercer Island is home to more than 25,000 people, six schools, and 475 acres of parks and open spaces. With 220 employees and eight Boards and Commissions, the City of Mercer Island government requires a wide array of technology and services to support their operations.

The Challenges

With limited resources and time, the City of Mercer Island was unable to examine its technology service expenses in detail. After being presented with the idea of a SpyGlass Snapshot Audit and seeing the positive reviews from other city and county governments, leadership chose the SpyGlass team of technology expense management (TEM) experts to uncover where they may be overspending, including:

- Unused and excessive landline services (phone lines and data circuits)
- Unused wireless devices and features
- Improper tax applications
- Excessive landline pricing

The Strategy

SpyGlass's Snapshot Audit experts assessed the City of Mercer Island's various different telecom and technology expenses, examining several areas:

- Excessive internet connections
- Advertising and listing charges
- Retroactive credits for taxes billed in error

The Results

After a highly-comprehensive Snapshot Audit, the City of Mercer Island government was able to eliminate several large unnecessary expenses — including taxes it was paying they did not need to pay. The new savings will allow each of the government's different departments to save the money that would normally be spent on IT expenses and put it back into services for their citizens.

Annual Savings	Mobility Savings	Monthly Savings
$24,000+	$12,000+	$2,000+

> We can never get through to our phone provider. It's nice to know that SpyGlass can do this and make the changes we needed... they went back and got us retroactive savings on some of the taxes we were paying — and shouldn't have been paying.
>
> Ali Spietz, Chief of Administration

GOVERNMENT

Our Customers

SpyGlass

INSURANCE

GNY INSURANCE COMPANIES

"They were able to work with us to show us that maybe we didn't need as many PRIs as we were paying for. And they identified two of those that we didn't need, so that's $1,800 a month in savings."

Christopher McNulty, CFO

EDUCATION

District 115 YORKVILLE

"The big project they did for us generated a monthly savings amount of over $6,000 per month. I mean, $76,000 in annual savings could mean two paraprofessionals that could help our special education students."

Mindy Bradford, Director of Finance

SOFTWARE

mri REAL ESTATE SOFTWARE

"The biggest surprise to me were things like dormant lines going from Asia or Australia back to the U.S. was somehow getting ported four different times. It was like $10,000 a month that ended up going to a VoIP solution."

Roman Telerman, VP of Finance

PUBLIC SECTOR

COUNTY OF JOHNSON STATE OF TEXAS

"We reduced or we found savings in the neighborhood of about $90,000. They found situations where the contracts had expired, and AT&T automatically raised their price to us. We really didn't know it."

Ralph McBroom, Purchasing

Our Analysis

SpyGlass

Recovery

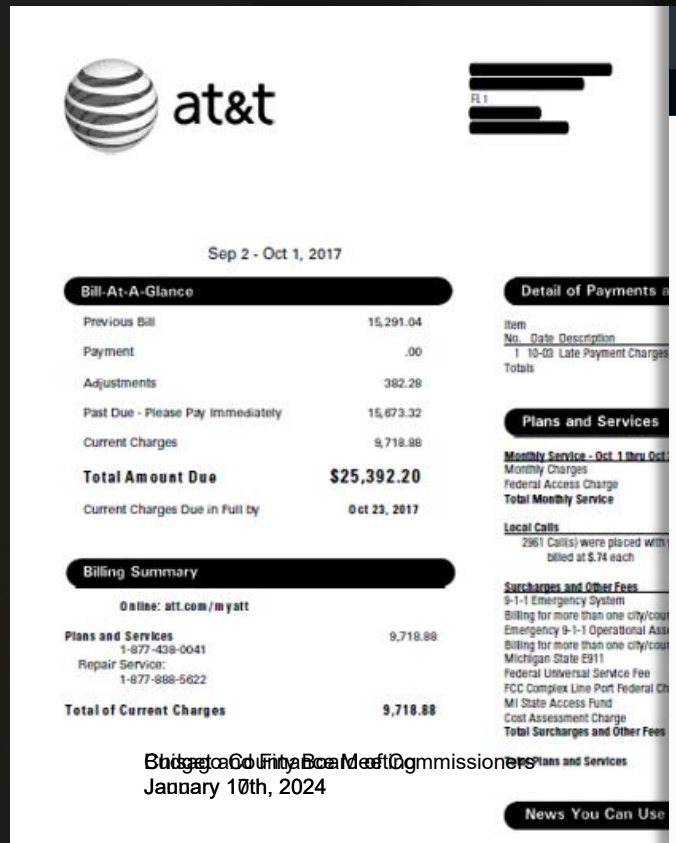
- Improper tax or tariff applications
- Improper discount applications
- Incomplete order entries

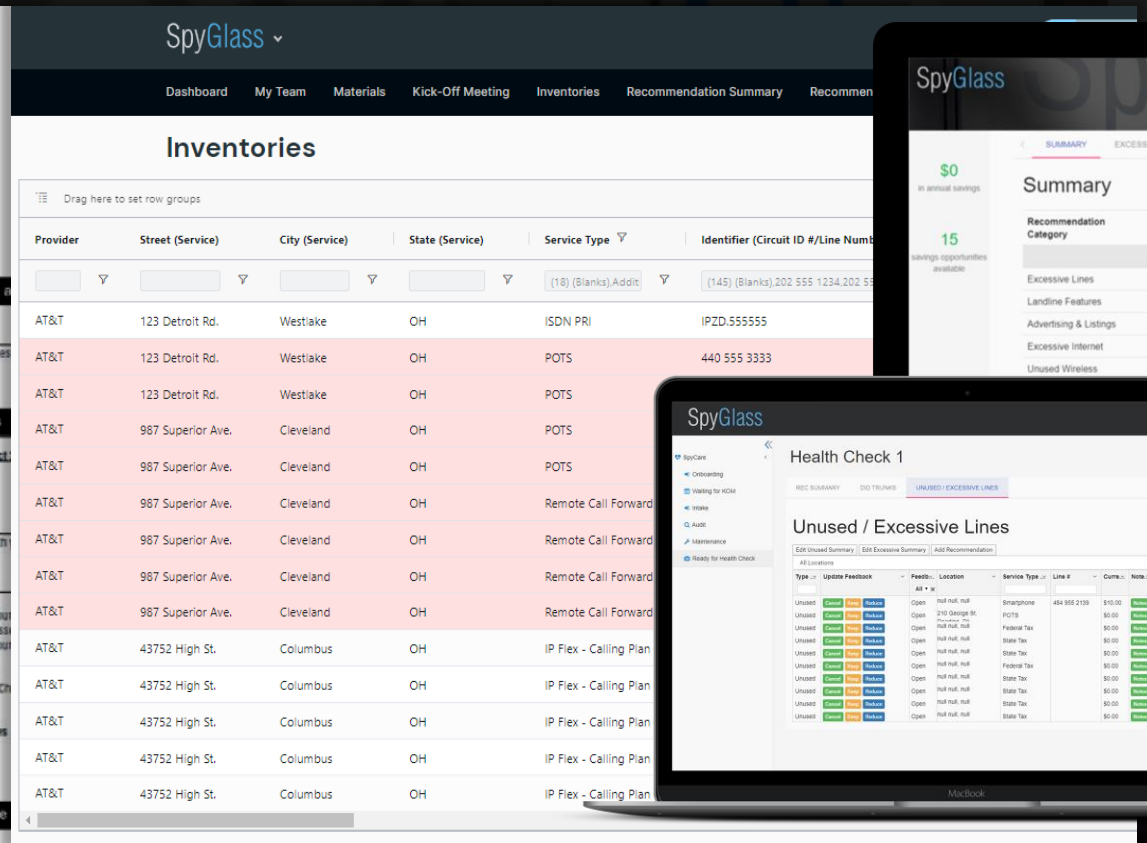
Service Elimination

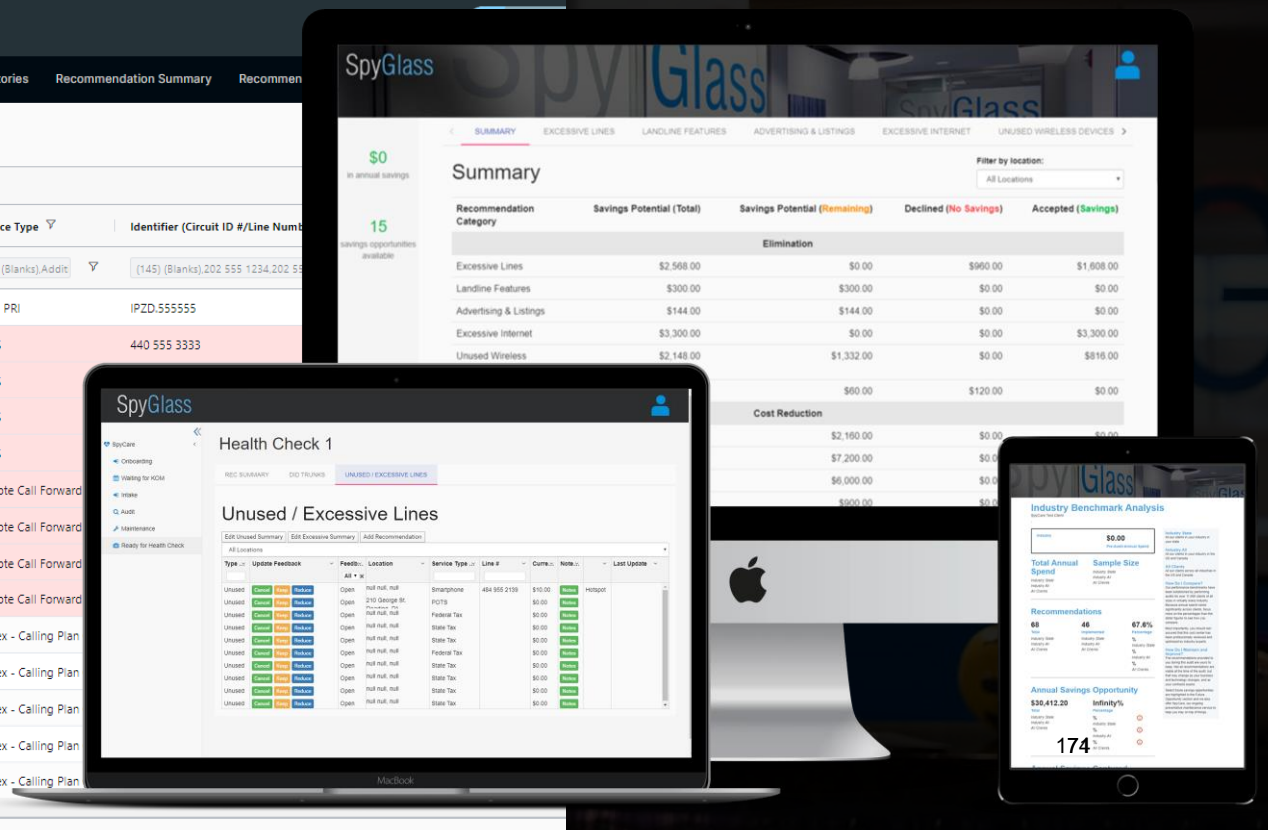
- Dormant services
- Services associated with old locations
- Excessive services

Cost Reduction

- Latest discounts and promotions
- Plan optimization
- Benchmark analysis







Our Process

SpyGlass

Onboarding

Sales

- (2) Most recent months of technology billing (Online Access)
- Letter of Agency
- Schedule a Kickoff Meeting

Kickoff

Sales and Client Services

- Project team and client stakeholders
- Client-specific technology cost center insights based on expenses submitted
- Engagement roadmap and scheduling

Analysis & Findings

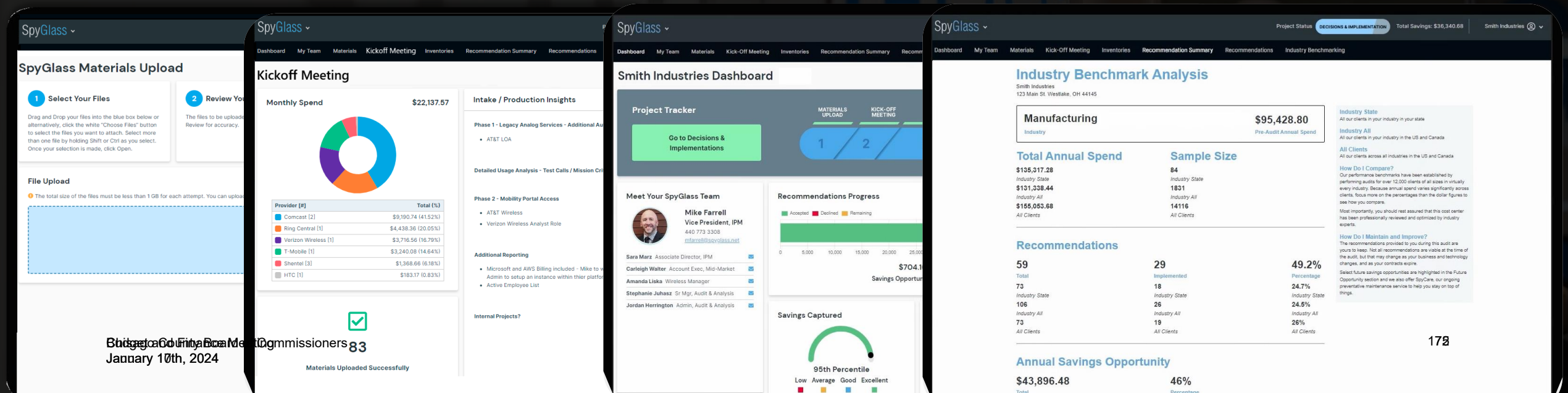
Client Services

- Analyzing data from inventories, bills, contracts, tariffs, and usage information
- Cost recovery, service elimination, and cost reduction recommendations delivery

Benchmark

Strategic Services

- Compares spend against the industry
- Compares recommendations against the industry
- Finalize project



Success Based

SpyGlass

We execute, you save

- Our fees are 100% Success-Based
- We earn ONLY what we implement
- You decide what we implement
- No cost for Analysis
- No cost for Inventories
- No cost for Benchmark

50%

Total Recovered

Recovery

1. We find $10,000 in faulty charges historically billed and already paid
2. We work with the provider to ensure a credit or payment is issued
3. We earn $5,000, half of the recovered funds

12x

Monthly Savings

Forward Looking

1. Our analysis identifies a $5 per month unused service or overcharge.
2. We execute the cancelation of the unused service or rate reduction with the provider
3. We earn $60 ($5 monthly savings X 12 months)

Next Steps

SpyGlass

Learn about our process in this short video.

Bridgeport City Council Meeting
January 17th, 2024

Direct contact.

Joel McCutchan
Sr. Director, Sales

612.351.2105

jmccutchan@spyglass.net

Corporate info.

25777 Detroit Road, Suite 400
Westlake, OH 44145

1.877.4.SPY.NOW
1.877.477.9669

Info@SpyGlass.net

Connect with us.

www.SpyGlass.net

The information shared is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material.

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **County of Chisago** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services**. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services, SaaS Licensing, and Mobility) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees**. Company will pay Auditor the applicable fee set forth below **ONLY** for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 40% of any "Cost Recovery", as defined below
- 10 times any "Service Elimination Savings", as defined below
- 10 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment**. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Confidential Information**. Auditor shall keep confidential and shall not divulge to any other person or entity who is not a director, officer or employee of Company, during the term of this Agreement or thereafter, any of the business secrets or other confidential information regarding Company which information has been received or become known to Auditor in the course of its consulting services hereunder and which has not otherwise become public knowledge; provided, however, that nothing in this Agreement shall preclude Auditor from disclosing information (a) to parties retained to perform services for Company, or (b) as may be required by law. Company shall keep confidential and shall not divulge to any other person or entity who is not a director, officer or employee of Auditor, during the term of this Agreement or thereafter, any of the business secrets or other confidential information regarding Auditor which has not otherwise become public knowledge, including, without limitation, Auditor's consulting services pricing structure, method of performing such consulting services and any of the details of this Agreement; provided, however, that nothing in this Agreement shall preclude Company from disclosing information as may be required by law.

5. Miscellaneous. This agreement is governed by the laws of the State of Minnesota, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. In the event of any litigation, proceeding or legal action arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, court costs, and other expenses incurred in connection with such dispute or legal action, in addition to any other relief granted. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY	**AUDITOR**
County of Chisago	The SpyGlass Group, LLC
Signature:_____	Signature:_____
Print Name: _____	Print Name: Edward M. DeAngelo
Date:_____	Date:_____

SpyGlass

Invoice

The SpyGlass Group, LLC
25777 Detroit Rd Ste 400
Westlake, OH 44145-2450
www.spyglass.net

Date	Invoice #
5/16/2018	15028

CHISAGO COUNTY
JUN 6 2018
BOARD APPROVED

Remit To:

The SpyGlass Group, LLC
25777 Detroit Rd Ste 400
Westlake, OH 44145-2450

Email: AR@spyglass.net

Bill To:

County of Chisago
Chase Burnham
313 N Main St. Rm 240
Center City, MN 55012

Terms	Rep	IPM
Net 10	JMcCu	Mike

Description	Qty	Rate	Amount
Contingency consulting fee for monthly Service Elimination / Cost Reduction savings for land line services. See attached documentation for details.	12	7,825.49	93,905.88
Contingency consulting fee for Cost Recovery (retroactive credits) on land line services.	0.5	244.56	122.28

VENDOR # 19326
ACCT # 01-179-6811
SALES TAX ✓ AMT 94,028.16
APPROVED ✓ OK'D BY AO
PAYABLE DATE 6/8/18
WARRANT # 214346

5/31/18

Total **$94,028.16**

Alternate payment methods accepted: EFT/ACH/Direct Deposit, Visa or Mastercard (no fee)

For W9, payment questions or alternate forms of payment contact Accounts Receivable:
Phone: 440-348-9350 Press 2 OR Email: AR@spyglass.net

Client: ***County of Chisago***
Date: ***16-May-18***

Land Line Services

Service Elimination and Cost Reduction Savings (Forward-Looking)

Issue Identified	*Monthly Cost*	*Action Taken*	*New Monthly Cost*	*Net Monthly Savings*	*SpyGlass Fee (Monthly Savings * 12)*
Unused/Excessive Lines					
MN IT Services Account 100A01302					
651 674 5156	$27.70	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$27.70	$ **332.40**
651 237 1159	$70.55	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$70.55	$ **846.60**
651 257 6766	$70.08	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$70.08	$ **840.96**
320 358 0781	$27.70	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$27.70	$ **332.40**
320 358 4154	$58.90	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$58.90	$ **706.80**
651 257 6249	$70.51	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$70.51	$ **846.12**
651 257 7625	$81.97	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$81.97	$ **983.64**
651 257 8209	$70.08	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$70.08	$ **840.96**
651 257 8951	$81.97	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$81.97	$ **983.64**
651 257 1631	$66.09	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$66.09	$ **793.08**
651 257 9256	$53.59	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$53.59	$ **643.08**
ISDN PRI Scalability					
MN IT Services Account 100A01302					
313 N Main St. Chisago, MN					
15.HCGS.234094.FLR	$819.91	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$819.91	$ **9,838.92**
15.UHMA.010353					
Dcs Per Chan W/Easdc/Euam x24	$1,119.55	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$1,119.55	$ **13,434.60**
Dsc 12 Month Contract	$535.50	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$535.50	$ **6,426.00**
Diod Trk Term Per Channel x24	$228.48	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$228.48	$ **2,741.76**
Analog Data Circuits					
MN IT Services Account 100A01302					
15.LAXX.95949	$104.72	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$104.72	$ **1,256.64**
15.UGDA.101699	$18.44	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$18.44	$ **221.28**
15.LADA.95883	$104.72	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$104.72	$ **1,256.64**
15.LADA.95884	$104.72	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$104.72	$ **1,256.64**
15.LAXX.96005..NW	$104.72	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$104.72	$ **1,256.64**
15.USXX.101031	$504.65	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$504.65	$ **6,055.80**

Land Line Services

Service Elimination and Cost Reduction Savings (Forward-Looking)

Issue Identified	Monthly Cost	Action Taken	New Monthly Cost	Net Monthly Savings	SpyGlass Fee (Monthly Savings * 12)
Remote Call Forward					
MN IT Services Account 100A01302					
651 465 5030	$23.80	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$23.80	$ 285.60
651 674 2496	$26.18	Disconnected effective 5/8/18; Confirmed by MNIT	$0.00	$26.18	$ 314.16
Circuit Pricing					
MN IT Services Account 100A01302	$5,002.76	Contracted new rates via MNIT *See Implemented Circuit Savings Analysis*	$1,551.80	$3,450.96	$ 41,411.52
		Total Land Line Forward-Looking:		**$7,825.49**	**$ 93,905.88**

Cost Recovery (Retroactive)

Issue Identified	Credit Amount	Action Taken		Net Credit	SpyGlass Fee (Credit * .50)
Erroneous Tax					
Midco Account 148686401	$161.12	Obtained retroactive credits for past tax assessments 3/13/18		$161.12	$ 80.56
Midco Account 148486001	$30.32	Obtained retroactive credits for past tax assessments 3/13/18		$30.32	$ 15.16
Midco Account 142560801	$15.20	Obtained retroactive credits for past tax assessments 3/13/18		$15.20	$ 7.60
Midco Account 141043101	$22.72	Obtained retroactive credits for past tax assessments 3/13/18		$22.72	$ 11.36
Midco Account 139905401	$15.20	Obtained retroactive credits for past tax assessments 3/13/18		$15.20	$ 7.60
		Total Retroactive:		**$244.56**	**$ 122.28**

Invoice Total: $ 94,028.16

County of Chisago
Implemented Circuit Savings Analysis

Service Type	Line/Phone Number	Base Line Rate		MN IT 3-Year Contract	Savings
MN IT Services Acocunt 100A01302					
313 N Main St., Chisago, MN					
ISDN PRI	01.IP076017.CZ	$1,432.76		$387.95	-$1,044.81
PRI Number	651 196 1289				
T1 Circuit	1.TGXX.651213810	$1,190.00		$387.95	-$802.05
PRI Number					
T1 Circuit	1.TGXX.61213811	$1,190.00		$387.95	-$802.05
PRI Number	651 196 1316				
T1 Circuit	1.TGXX.61213812	$1,190.00		$387.95	-$802.05
PRI Number	651 196 1378				
	Monthly Totals:	**$5,002.76**		**$1,551.80**	**-$3,450.96**
				Annual Savings:	**-$41,411.52**
				3-Year Savings:	**-$124,234.56**

TAB VI

38814 3rd Ave., North Branch Building – SWCD and USDA Building

The building at 38814 3rd Ave., North Branch is for sale. This building is currently for sale with three tenants (SWCD, USDA, and Graphic Homes).

The gross revenue of the three tenants is $46,500. Graphic Homes pays $1,000 per month, SWCD pays $1,136.20 and USDA pays $1,740.54 per month.

The following are the current expenses:

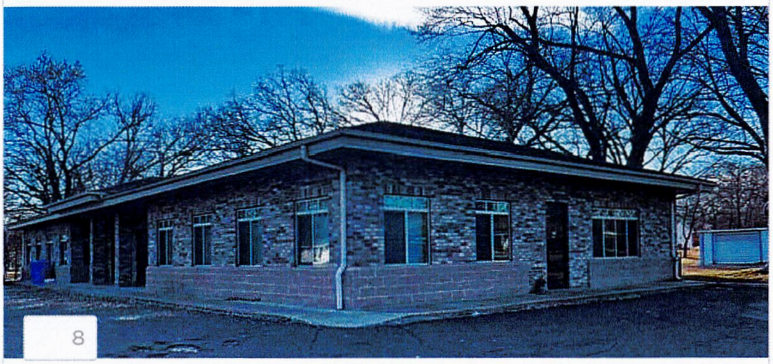
Electric:	$3,160
Gas:	$2,000
Insurance:	$1,600
Trash Removal:	$900
Water/Sewer:	$1,440
Cleaning/Mowing/Snow:	$5,400
Taxes:	$10,354
TOTAL:	$24,854

The Chisago County Assessor's Office values the building/property at $423,700.00 The building is currently listed at $325,000.

Attachments:

- Online Listing
- Chisago County Valuation

Overview | Details | Area Info | My Commute | Monthly Mortgage | Property History



38814 3RD AVE

NORTH BRANCH, MN 55056

$325,000

Listed By RE/MAX Synergy, Catherine Carchedi, GRI, CRS

— BEDROOMS	— TOTAL BATHS
— FULL BATHS	4,803 SQUARE FEET
0.40 ACRES	2003 YEAR BUILT
ACTIVE STATUS	MLS# 6464677

Fantastic Opportunity to own this great looking building in downtown North Branch. Almost 5000 square feet on one level with many windows for a sunny place to work! Long term tenants willing to stay. Leases run through July on 2 units and the other is a month to month. There is some vacant space in the building for you to move your business right in and keep the tenants! Zoning is central business district so there are many different options for this location. With 15-20,000 cars a day driving by, the possibilities are endless! Call for your private showing!

READ LESS

Details for 38814 3RD AVE

Year Built 2003	Parking No Info
Price / Sq Ft $68	HOA No Info
Cooling Yes	Heating Yes

SCHEDULE A SHOWING

30 Days | 0.4

Interior

Living Area
4,803 SqFt.

Building And Construction

Number Of Units Total	Property Sub Type
4	Office
Property Type	**Year Built**
Commercial	2003

Exterior And Lot

Lot Size Acres	Lot Size Square Feet
0.4	17424
Lot Size Units	**Parking Features**
Acres	Paved

Utilities

VIEW ALL

Price per square foot and days on website are not provided values and are calculated by RE/MAX.

Listing Office RE/MAX Synergy, 651-674-7070
MLS# 6464677
Updated 9:02AM - 12/27/2023

By searching, you agree to the Terms of Use, and Privacy Policy:
https://mlslogos.s3.amazonaws.com/Northstar_EULA2.pdf Listings courtes...
MORE INFO

MLS GRID

Area Information for 38814 3RD AVE

Map | Street View

Cadastre Viewer

Tax Info | Refresh | New Search | List | Close

Cadastre Roll Criteria

Assessment roll: 2023-2023 Assessment Real and Personal no CWAR or Solar

Roll level: 5

Transaction type: Original

Inventory Data

PIN	16.00341.00
AIN	
Class Code	1 - Real Property
Roll Type	Real Property
Area Code	001
TAG	1601-NORTH BRANCH/138
Primary Owner	CENTRAL MINNESOTA LAND HOLDINGS LLC

Value Groups — Value group type:

Code	Description	Type	Link
1	1	Real Property	
SPASS	SPASS	Special Assessment	

Cadastre Values — Expand to Filter Values

Value Group	Class	Value Type	Attribute	Secondary Attribute	Amount
1 - 1	Class	Use Code	300 Commercial		1.00
		State Classification Code	3A-Commercial/Industrial/Public Utility		1.00
	EMV	EMV Land	Other		$53,200.00
		EMV Improvement	Other		$370,500.00
		EMV Total	Other		$423,700.00
	TMV	TMV Total			$423,700.00
	NTC	Net Tax Capacity	3A-Commercial/Industrial/Public Utility		7724.00
		NTC before deferred values are removed	3A-Commercial/Industrial/Public Utility		7724.00
		RMV	3A-Commercial/Industrial/Public Utility		$423,700.00
		State NTC Commericial Industrial	3A-Commercial/Industrial/Public Utility		5474.00
Aggregate Value	EMV	RO EMV Total			$423,700.00

TAB VII

ACKNOWLEDGEMENT

Greater Minnesota Waste Reduction, Recycling, Reuse and Composting Grant

$249,766.00

Chisago County Household Hazardous Waste

In November, the Chisago County Board of Commissioners authorized HHW staff to pursue a grant from the MPCA to further assist with the improvements needed at the HHW.

From

HHW staff's (Lisa Thibodeau, Paul Dennison, Megan Stegmeir) relationship, trust, and rapport with the State solid waste folks caused them to encourage we pursue the opportunity.

This will now be $500,000 of outside funding brought to the facility for improvements!

Chisago County Request for Board Action

Meeting Date: January 17, 2024	***Item Number:*** **15**
Title of Item for Consideration: Citizen Appointment to Water Plan Policy Team	
Action Requested by: Board of Commissioners	***Department:*** Admin./Clerk of the Board

Previous Action on this Matter: Annually, the Board of Commissioners is asked to appoint citizens to specific County Committees by reviewing citizen's application and then appointing eligible applicants to each Board/ Committee/Commission.

Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is required to appoint a citizen to a committee. There are currently two applications for a vacant position on the Water Plan Policy Team.

Water Plan Policy Team

At-Large – 1/5/2024 – 1/5/2027: Frank Storm (District 5), David Kern (District 5)

Attachments:

- Citizen Applications

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint _____ to the vacancy on the Water Plan Policy Team for 1/5/2024 – 1/5/2027. The following motion is suggested to appoint/reappoint each individual:

"Move to appoint _____ as a representative on the Water Plan Policy Team; effective January 1st, 2024 thru 1/5/2024 – 1/5/2027."

Implications of Action: If the recommended actions are undertaken, the County Board will have appointed citizens to its various Boards/Committees/Commissions for the proper durations.

Budget/Financial Implications: None. Applicable per diems and mileage accounts have been established and approved as part of the 2024 Budget for the identified Boards/Committees/ Commissions.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Applications for Water Plan Policy Team VACANCY

As of January 11, 2024

Water Plan Policy Team

At-Large – 1/5/2024 – 1/5/2027: Frank Storm (District 5), David Kern (District 5)

Name:	Frank Storm
Address:	[redacted]
City:	Rush City
State:	MN
Zip:	55069
Home Phone:	[redacted]
Email Address:	[redacted]
In which Commissioner District do you reside?	District #5
List experience or skills you have relating to the appointment you are seeking:	Have serviced on Water Plan Policy Team in the past.
List special or personal interests relating to the appointment you are seeking:	I'm concerned about maintaining water quality in the County for recreational used.
Why do you want this appointment?	Continue to serve the county and its residents.

Name:	David Kern
Address:	[redacted]
City:	Rush City

State:	MN
Zip:	55069
Cell Phone:	[redacted]
Email Address:	[redacted]
In which Commissioner District do you reside?	District #5
If you reside in a Township, please list:	Nessel
List experience or skills you have relating to the appointment you are seeking:	My background includes a degree in Agricultural Engineering. Worked as a consultant specializing in animal research facilities. I am a licensed Professional Engineer in the state of Minnesota and Iowa. Currently serving on the Rush Lake Improvement Association board.
List special or personal interests relating to the appointment you are seeking:	We recently moved to a home on East Rush Lake. Living on a lake makes you very aware of the water resource in front of you. The changing water levels, temperatures, and water qualities seem to occur weekly. We all must do our share to protect our water resources.
Why do you want this appointment?	Volunteer my time to represent a lake homeowner in Chisago County. As Chisago County grows, there must be advocates for the water resources.

Chisago County Request for Board Action

Meeting Date: January 17, 2024	***Item Number:*** **16**
Title of Item for Consideration: ARPA – Broadband Grant – Shafer 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).

Shafer Township is requesting $200,000 in County ARPA Broadband Grant funding. The total cost of the Shafer Township project is $462,869.

***Attachment(s)*:**

- Shafer Township ARPA Broadband Grant Application

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

"Move to approve the ARPA Broadband grant application request from Shafer 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 (Shafer 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

APPLICATION

This application must be completed in full to be considered.

APPLICANT: Shafer Township

Address: 18259 St Croix Trail, Shafer, MN 55074

Primary Contact Person: Mark Stovern

Primary Contact Email: shafertownship@outlook.com MStovern.Shafertwp@gMail.com

Primary Contact Title: Town Board Chair

Secondary Contact Person: John Schmalz

Secondary Contact Title: Town Board Supervisor

Secondary Contact E-Mail: _____

Federal Tax Identification Number: 41-1619598

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 Shafer Township and Shafer City.

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 Shafer 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.
Shafer Township contributes $2,500.

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 & Shafer Township	$	462,869

Installation of Project Shafer 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.

Mark Sb

Applicant Contact Person

12-18-2023

Signature Date

Chisago County Request for Board Action

Meeting Date: January 17, 2024	***Item Number:*** **17**
Title of Item for Consideration: Out of State Travel Request – NACVSO, Denver CO	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

Background: NACVSO was recognized officially by the U.S. Department of Veterans Affairs "for the purpose of preparation, presentation, and prosecution of claims." The purpose is to Train & educate CVSOs and veterans advocates in preparation, submission and representation of claims with DVA, also to advocate on behalf of veterans and eligible family members to receive the benefits in which they are rightfully earned.

The training is from May 12-17, 2024 in Denver, Colorado.

***Attachment(s)*:**

- Out of State Travel Request – Bryan Brown
- Out of State Travel Request – Wendy Kowalke

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Requests for Bryan Brown and Wendy Kowalko to travel to Colorado to attend the National Association of County Veterans service officers annual training conference. The following motion is suggested:

"Move to approve the Out-of-State Travel Request for Bryan Brown and Wendy Kowalke to travel to Colorado to attend the National Association of County Veterans Service Officers conference May 12-17, 2024 in Denver, Colorado."

Implications of Action: Approval of this agreement will give Bryan Brown and Wendy Kowalke the continuing education that is required for their positions in order to serve Chisago County and the Veterans of Chisago County.

Budget/Financial Implications: Funds for this out of state travel will come from the VA grant in the amount of $4,150.00.

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

Administrator's Recommendation

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

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

Chisago County Out-of-State Travel Request

Date Submitted	1/4/2024
Employee Name	Bryan Brown
Department	Health and Human Services, Veterans Office
Destination	Denver, Colorado
Purpose of Travel	National Training for the National Association County Veterans Service Officers
Departure Date	12-May-24
Return Date	17-May-24
Total Travel Expenses	**$2,075.00**
Supervisor Name (PRINT)	Robert Benson, HHS Director
Supervisor's Signature	
County Board Signature	

Date Approved	1-4-2024
Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Flight Tickets -Delta		[redacted]	$475.00
Ground Transportation	TAXI - AIRPORT TO HOTEL		1	$100.00
Conference/Registration Fees	CONFERENCE FEES		1	$400.00
Lodging	SHERATON DENVER		1	$1,100.00
Meals	MEAL PER DIEM CT		1	$0.00
Mileage			1	$0.00
		Grand Total		$2,075.00

Chisago County Out-of-State Travel Request

Date Submitted	1/4/2024		
Employee Name	Wendy Kowalke		
Department	Health and Human Services, Veterans Office		
Destination	Denver, Colorado		
Purpose of Travel	National Training for the National Association County Veterans Service Officers		
Departure Date	12-May-24		
Return Date	17-May-24		
Total Travel Expenses	**$2,075.00**		
Supervisor Name (PRINT)	Bryan Brown		
Supervisor's Signature	Bry T B	**Date Approved**	1-4-2024
County Board Signature		**Date Approved**	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Flight Tickets -Delta		[redacted]	$475.00
Ground Transportation	TAXI - AIRPORT TO HOTEL		1	$100.00
Conference/Registration Fees	CONFERENCE FEES		1	$400.00
Lodging	SHERATON DENVER		1	$1,100.00
Meals	MEAL PER DIEM CT		1	$0.00
Mileage			1	$0.00
		Grand Total		$2,075.00

Chisago County Request for Board Action

Meeting Date: January 17, 2024	***Item Number:*** **18**
Title of Item for Consideration: Minnesota Department of Health (MDH) Emergency Preparedness and Response (EPR) Grant	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: None.	
Background: The purpose of the Emergency Preparedness and Response grant is to support a robust response to emergencies through planning, training, exercises, and response at the local level. ***Attachment(s)*:** • Emergency Preparedness and Response Grant 2023-2027	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Minnesota Department of Health Emergency Response Grant. The following motion is suggested: ***"Move to approve the Minnesota Department of Health Emergency Response Grant."***	
Implications of Action: Approval of this grant project agreement will allow Chisago County Health & Human Services to receive funding to ensure planning, training, and exercises are conducted and available so that if the time comes for an emergency response, staff members have the necessary training and familiarity on tasks and duties that are essential to a successful emergency response. ***Budget/Financial Implications***: Grant funding from the MN Department of Health. ***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 _____

Minnesota Department of Health
Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH).

Additional information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

ATTACHMENT: Grant Project Agreement
CONTACT FOR MDH: Sandra Hanson, (651) 201-3619, sandra.hanson@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of MDH Grantee (as it appears in SWIFT): Chisago County Community Health Board **Address of Grantee:** 313 N Main St #274 Center City, MN 55012	**Grant Project Agreement Number:** 240059	**MDH Program Name:** Emergency Preparedness and Response
Grantee SWIFT Vendor Number: 0000197284 **SWIFT Vendor Location Code:** 001	**Effective Date:** **12/01/2023** OR the date all signatures are collected and the project agreement is fully executed, whichever is later. **Expiration Date:** **6/30/2027**	**Total State Grant Funds: $106,201.03**

Note:

The Response Sustainability Grant period is **December 1, 2023** through **June 30, 2027.**

This Grant Award Cover Sheet only includes the grant award allocation for work to be completed through June 30, 2024. Subsequent funding allocation letters will be sent to Grantee annually.

Minnesota Department of Health

Grant Project Agreement

This grant project agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("MDH") and **Chisago County Community Health Board**, an independent organization, not an employee of the State of Minnesota, address 313 N Main St #274 Center City, MN 55012 ("Grantee").

Recitals

1. MDH is empowered to enter into a grant project agreement under Minn. Stat.§§ 144.05 and 144.0742, under which MDH is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services.

2. MDH and Grantee have entered into Master Grant Contract number 12-700-00064 ("Master Grant Contract") effective January 1, 2020, or subsequent Master Grant Contracts and amendments and supplements thereto;

3. The vision of MDH is for health equity in Minnesota, where all communities are thriving, and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.

4. Grantee represents that it is duly qualified and willing to perform all the activities according to the terms of this grant project agreement. Grantee agrees to minimize administrative costs as a condition of this grant project agreement pursuant to Minn. Stat. § 16B.98, subd. 1.

Grant Project Agreement

1. Incorporation of Master Grant Contract
All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.

2. Term of Agreement

2.1 ***Effective date***
December 1, 2023, or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5(a), whichever is later. Per Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence.

2.2 ***Expiration date***
June 30, 2027, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

3. Activities

3.1 ***MDH's Activities***
MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2 **Grantee's Activities**
Grantee shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant project agreement.

4. Consideration and Payment

4.1 **Consideration**. MDH will award funds to Grantee for activities performed in accordance with this grant agreement as follows:

a. State will determine Response Sustainability Grant allocations annually. Grantee will be paid according to the allocated amount determined by MDH each project year.

4.2 **Budget Modifications.** Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation specified in the annual award letter provided to Grantee by MDH.

4.3 **Total Obligation.**
The total obligation of MDH for all compensation and reimbursements to Grantee under this grant agreement will not exceed the amount specified in the annual award letter provided to Grantee by MDH.

4.4 **Terms of Payment**

4.4.1. Invoices
MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant project agreement.

5. Conditions of Payment

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Ownership of Equipment and Supplies

6.1 ***Equipment.*** "Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

6.2 ***Supplies.*** "Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of $5,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

7. Authorized Representatives

7.1 ***MDH's Authorized Representative***

MDH's Authorized Representative for purposes of administering this grant project agreement is **Sandra Hanson, Public Health Emergency Preparedness Section Manager, MN Department of Health, (651) 201-3619, sandra.hanson@state.mn.us**, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 ***Grantee's Authorized Representative***

Grantee's Authorized Representative is **Courtney Wehrenberg, CHS Administrator, 651-213-5217, Courtney.Wehrenberg@chisagocounty.us,** or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

8. Termination

8.1 Termination by the MDH or Grantee

MDH or Grantee may cancel this grant project agreement at any time, with or without cause, upon 30 days' written notice (e.g. by mail, email, or both) to the other party.

8.2 Termination for Cause

If Grantee fails to comply with the provisions of this grant project agreement, MDH may terminate this grant project agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after MDH sends written notice (e.g. mail, email, or both) of termination to Grantee.

8.3 Termination for Insufficient Funding

MDH may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written notice to Grantee; e.g., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide the Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

8.4 Termination by Commissioner of Administration

The Commissioner of Administration may unilaterally and immediately cancel this grant agreement if, in the Commissioner's sole discretion, further performance does not serve MDH's purposes or is not in the best interests of the State of Minnesota.

9. Publicity

Any publicity given to the program, publications, or activities performed from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as a sponsoring agency. If publicity is not specifically authorized under this grant project agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. As federal funding is being used for this grant project agreement, the federal program must also be recognized.

10. Clerical Error

Notwithstanding the Master Grant Contract Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Project Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

11. Voter Registration Services Requirement

If this grant project agreement will disburse any state funds (as indicated on the Award Cover Sheet); AND grantee is a local unit of government, city, county, township, Tribal Nation or non-profit organization, then Grantee is required to comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by the grantee.

12. Incentives

When included in the approved Work Plan and or Budget, the following language applies.

12.1 ***Handling of Incentives*.**
Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the following:

12.2 ***Separation of duties***

a) More than one Grantee staff person must be involved in the management and handling of the incentives.
b) The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives.
c) The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records.
d) Handoff of incentive from one person to another must be documented.

12.3 ***Distribution of Incentives*** *(incentives may only be used for approved purposes by MDH)*

a) Only one incentive can be given to an individual per occurrence/event.
b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.
c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.
d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.
e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.
f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

12.4 ***Incentive tracking documentation*.**

The tracking documentation the Grantee must maintain must not contain any private data. The tracking system must record the following:

a) Number of incentives on hand, including starting balance and any additional incentives purchased.
b) Description of the incentives
c) Quantity of incentive(s) distributed to each participant.
d) The last four digits of any pre-paid card number
e) Value/amount
f) A unique non-identifiable data point for each participant (e.g. case number, file number),

g) Date participant received incentive(s), and
h) Signature of Grantee staff member providing incentive(s) to participant(s)

12.5 ***Reconciliation.***
At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to the State's Authorized Representative no less than two weeks after each reconciliation.

12.6 ***Subcontracting/Subgranting.***
The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

12.7 ***Lost or stolen incentives*.**
The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

12.8 ***Invoicing*.**
If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

12.9 ***Failure to Comply.***
For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a grant agreement for failure to comply with these requirements.

[Signatures on following page]

APPROVED:

1. State Encumbrance Verification

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

Signature: _____

SWIFT Contract & Initial PO: 240059 / 3000108782 / 10137

2. Grantee

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

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:
All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Grantee's Activities/ Scope of Work:

1. The purpose of this funding is to support a robust response to emergencies through planning, training, exercises, and response at the local level. Grant activities will align with the approved areas of focus:

    - **Workforce Capacity.** This could include, but is not limited to, increasing staff capacity, expanding disciplines working in preparedness, workforce training on response roles and use of the Incident Command System, staff-focused Mental and Behavioral Health, and staff training related to community engagement/community organizing.
    - **Sustainability.** This could include, but is not limited to, developing MOUs, MOAs, or Mutual Aid; reviewing, updating, or developing policies and plans, developing policies for regularly updating contact lists, expanding use of technology platforms to support public health emergency preparedness, response, and recovery, relationship development with community partners, community engagement, and engaging new Mental and Behavioral Health Partners.
    - **Health Equity.** This could include, but is not limited to, assessment of preparedness health equity planning, developing a Health Equity Action Plan, health equity related trainings for staff, and including health equity in preparedness, response, and recovery plans and engaging new partners.
    - **Communication.** This could include, but is not limited to, plans addressing risk communication and social media, communication pathways and other communication strategies; training and conducting exercises for managing misinformation and the Public Information Officer role and responsibilities, and community engagement.

2. Grantee shall complete, and update as necessary, a detailed workplan including planned activities for MDH approval. Any changes made to the original proposal must be reviewed and approved by MDH.

3. Grantee shall complete a proposed budget by the date provided by MDH. Any revisions to the original budget must be reviewed and approved by MDH.

4. Grantee shall provide requested financial and programmatic reporting information by the dates provided by MDH.

Chisago County Request For Board Action

Meeting Date: January 17, 2023	***Item Number:*** **19**
Title of Item for Consideration: Family Pathways Contracts for Shelter and Supervised Visitation through 2025	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: The prior contract with Family Pathways for Shelter and Supervised Visitation was through December 31, 2023.	
Background: Family Pathways has provided shelter, advocacy, training and counseling services to victims of domestic violence in Chisago County for many years. They also provide services to families in, or at risk of, out of home placement by offering supervised visitation, parenting education and Family Group Decision Making meetings to prevent and/or shorten out of home placements. Supervised visitation and Family Group Decision Making is sometimes a court ordered requirement to support children who are in out of home placement ***Attachment(s)*:** • Family Pathways Contract for Shelter through 2025 • Family Pathways Contract for Supervised Visitation through 2025	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Family Pathways Contracts for both Shelter and Supervised Visitation through 2025. the suggested motion is as follows: ***"Move to approve the Family Pathways Contracts for both Shelter and Supervised Visitation through 2025."***	
***Implications of Action*:** Approval of these contracts will allow funds to be disbursed to assist with Family Pathways shelter costs for providing these services to citizens of Chisago County and will support Health and Human Services in offering services to Chisago County families that can assist them in keeping children in their own homes with their family and prevent out of home placements. ***Budget/Financial Implications*:** Budgeted County levy dollars in the amount of $25,000.00 annually. State appropriated Child Protection Allocation funds in the amount of $50,000.00. ***Legal/Policy Implications*:** The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	

Administrator's Recommendation

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

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

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between FAMILY PATHWAYS 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 Family Pathways, 6413 Oak Street, North Branch, MN 55056, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, specifically Domestic Violence Shelter Services and Advocacy to clients who are victims of domestic violence and their children 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 December 31, 2025, 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. **CONTRACTOR DUTIES**.

A. Domestic Violence Shelter Services and Advocacy defined as a secure crisis shelter, housing network, safe home, or other facility operated by a nonprofit organization and designated by the center for the purpose of providing food, lodging, safety, and 24-hour coverage for victims of domestic violence and their children.

B. Family Pathways, Black Dog Hill Shelter, located in Chisago County is a time excluded facility per MN State Statue 256G.02(6) and does not establish residency or financial responsibility in Chisago County for consumers at the shelter that apply or utilize public assistance programs.

C. Participation and consultation at the county's Multidisciplinary Team Meeting.

D. Provide county staff training regarding domestic abuse.

E. Review and determine eligibility for domestic violence waiver requests from recipients of public assistance requirements referred by the county.

F. The Contractor, shall, in writing, within ten (10) days, notify the County whenever it is unable to, or is going to be unable to, provide the required quality or quantity of purchased service. Upon such notification, the County shall determine whether such inability will require modification or cancellation of said contract.

III. **CONSIDERATION AND TERMS OF PAYMENT**.

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

1. Domestic Abuse Shelter services are billable to the County for an annual payment of $25,000. The first year 2024 shall be invoiced by March 31, 2024, and the second year 2025 shall be invoiced by March 31, 2025. The Domestic Abuse Shelter service costs are not to exceed $50,000 during this contract term. (Program Code 671x)

2. The cost of providing services to eligible consumers is $63.66 per consumer per day.

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 needs to be presented to Chisago County by March 31, 2024, and March 31, 2025. 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
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5217
E-Mail:	Robert.Benson@chisagocounty.us
Fax:	(651)213-5685

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

Name:	Anthony Buttacavoli
Address:	6413 Oak St., North Branch, MN 55056
Telephone:	(651)674-8040
E-Mail:	TonyB@familypathways.org

V. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the

CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.

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

D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. ´471.425.

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

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

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

X. **INSURANCE**.

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

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

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

C. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.

D. *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.

E. 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.

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.

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

XII. **GOVERNMENT DATA PRACTICES ACT**. The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and Minnesota Statute 626.556 subd. 11(c). The CONTRACTOR shall retain all documents created as part of this agreement in accordance with the Minnesota Records Retention Schedule found in the MN Department of Human Services Bulletin #14-85-01. 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).

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.

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

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

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

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

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing

MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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

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

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

XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

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

APPROVED:

1. CONTRACTOR: FAMILY PATHWAYS

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

Signed:
Title:
Date:

2. COUNTY OF CHISAGO: APPROVED

Signed:
Title: Marlys Dunne, 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: Janet Reiter
Title: Janet Reiter, Chisago County Attorney
Date: 1/8/2024

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 Family Pathways. ("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.

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between FAMILY PATHWAYS 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 Family Pathways, 6413 Oak St., North Branch, MN 55056, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, specifically Supervised Visitation, and Parenting Education to clients in the Children and Family Services Program 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 December 31, 2025, 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. **SERVICES TO BE PROVIDED.**

A. **Supervised Visitation**: Ensuring the safety of a child while permitting them and the significant people in their life to maintain a relationship that will be in the best interests of the child. CONTRACTOR will make arrangements for the location of the visitation. Supervised visitation should always be in the least restrictive setting and provide the most normal environment to ensure the safety of the child.

Staff qualifications:

1. Will have sound judgment and the ability to intervene as necessary to ensure the physical/emotional safety of the child.
2. Will possess the skills necessary to adequately document each supervised visit.
3. Will possess the skills necessary to testify in court as requested to articulate the facts regarding their observations of the interactions between the participants of supervised visitation sessions.
4. Will have the proper training to provide the outlined services.
5. Will have successfully completed a criminal background check.

Staffing:

The number of staff necessary to supervise a visit will be agreed upon by both parties prior to the visit. In the event the parties do not agree on the number of staff necessary to supervise a visit, either party can refuse/cancel the visit upon notification to the other party by no later than 5 p.m. the day before the scheduled date.

Documentation: The County will provide the CONTRACTOR a completed referral form when requesting supervised visitation. Prior to the first visit, the County will provide the CONTRACTOR a copy of the visitation guidelines signed by the client and the social worker.
The CONTRACTOR will provide the County with detailed notes and a Visitation Report within 5 days of the visit. Reports will be limited to facts, observations and direct statements made by participants and omit the reporter's personal conclusions, suggestions or opinions. Requests by the County for reports or information not otherwise included in this contract will be charged at $5 per 15 minutes of staff preparation time.

Scheduling: Visitations length will be agreed upon between the CONTRACTOR and the County. No supervised visits will be held on observed holidays, which are outlined below. Times of visits will be agreed upon by the CONTRACTOR and the County. CONTRACTOR will have 7 days' notice for first time visits or restarts when there is an interruption in the visitation schedule. As much as possible, a consistent schedule will be developed for the visiting family.

Cancellations: Visits will be cancelled after 15 minutes if parties are not present. Consideration will be given if a party calls ahead and notifies staff that they will be late. No shows and cancellations without notification prior to 5pm the day before the scheduled date will be reimbursed as outlined in Section III. Cancellations made prior to 5 p.m. the day before the scheduled date will not be charged.

B. **Parenting Education**: CONTRACTOR will facilitate parenting sessions using the "Helping Children Who Witness Domestic Violence: A Guide for Parents" curriculum, when referrals are made. Facilitators are trained parenting educators and advocates.

III. **CONSIDERATION AND TERMS OF PAYMENT**.

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

1. Supervised Visitation: (Program Code 119x)

   a. *Monday through Friday – 8 a.m. to 4 p.m.* - Sixty dollars [$60.00] per hour per monitor plus one hour of prep time and documentation time. No shows or cancellations that did not provide notice prior to 5 p.m. the day before the scheduled date will be billed – Thirty-five dollars [$35.00].
   b. *Evenings after 4:00 pm and Saturday and Sunday* – Seventy-five dollars [$75.00] per hour per monitor plus one-hour prep and documentation time. No shows or cancellations that did not provide notice prior to 5 p.m. the day before the scheduled date will be billed – Fifty dollars [$50.00].
   c. *Holidays – 8 a.m. to 5 p.m.* – Will be billed Two times [2x] the standard rate. These include Christmas Eve and New Year's Eve. We are closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

d. No charge for cancellations made prior to 5 p.m. the day before the scheduled date.
e. No mileage will be charged for supervised visitation locations located within the Chisago and Isanti county borders. Visits located outside of the Chisago and Isanti county borders will be reimbursed at Sixty-Seven cents [$.67] per mile. All billing for mileage will use the Chisago or Isanti county boundary as a start/end point. If the distance traveled is less than from the county border, the lesser of the two will be charged.

2. Parenting Education:
   a. Ninety dollars [$90.00] per person for one session per week for six weeks, two hours per session.
   b. Childcare is included.
   c. One-time fee of Eighteen dollars [$18.00] per person for materials.

3. The **total obligation** of the County for all compensation and reimbursement to the CONTRACTOR shall not exceed Fifty thousand dollars [$50,000.00] per calendar year.

B. Terms of Payment.

Payment shall be made by County within 35 days of receipt of the invoice for services performed and acceptance of such services by County's authorized representative. CONTRACTOR will submit an invoice by the 10th of the month following the month in which services were provided. The total obligation under the contract will be based on dates of payment, not dates of service. Because Chisago County uses cash basis accounting, all payments must be made during the contract period. Final invoices should be sent by the 10th day of the last month of the contract/calendar year.

All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

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

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

Name:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5217
E-Mail:	Robert.Benson@chisagocounty.us
Fax:	(651)213-5685

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

Name:	Anthony Buttacavoli

Address:	6413 Oak St., North Branch, MN 55056
Telephone:	651-674-8040
E-Mail:	TonyB@familypathways.org

V. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.

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

D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. ´471.425.

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

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

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

X. **INSURANCE**.

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

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

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

C. *Professional Liability Insurance*. Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.

D. *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.

E. 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.

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.

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

XII. **GOVERNMENT DATA PRACTICES ACT**. The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and Minnesota Statute 626.556 subd. 11(c). The CONTRACTOR shall retain all documents created as part of this agreement in accordance with the Minnesota Records Retention Schedule found in the MN

Department of Human Services Bulletin #14-85-01. 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).

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.

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

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

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

B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for

payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

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

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

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

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

XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

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

APPROVED:

1. CONTRACTOR: FAMILY PATHWAYS

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

Signed:
Title:
Date:

2. COUNTY OF CHISAGO: APPROVED

Signed:
Title: Marlys Dunne, 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: Janet Reiter
Title: Janet Reiter, Chisago County Attorney
Date: 1/8/2024

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 Family Pathways. ("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: January 17, 2024	***Item Number:*** ***** 20 *****
Title of Item for Consideration: LELS Captains Collective Bargaining Agreement	
Action Requested by: Chase Burnham, County Administrator	***Department:*** County Administration/Human Resources
Previous Action on this Matter: None. This is this groups first contract with LELS and the County.	
Background: This bargaining unit switched representation to LELS. The contract has been in place since January 1, 2023, and has been negotiated between the County Administrator, Chief Deputy, Human Resources Director, and Union for more than a year. The Contract has been followed since 2023. ***Attachment(s)***: • Proposed Licensed-Essential Captains and Lieutenants Local #535 Labor Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the LELS Licensed-Essential Captains and Lieutenants Labor Agreement as negotiated for the term of three (3) years commencing on January 1, 2023 and expiring on December 31, 2025. The suggested motion is as follows: ***"Move to approve tthe LELS Licensed-Essential Captains and Lieutenants Labor Agreement as negotiated for the term of three (3) years commencing on January 1, 2023 and expiring on December 31, 2025."***	
Implications of Action: By approving the contract, the County will enter into a binding agreement between LELS and Chisago County for the terms and conditions set forth for three (3) years. ***Budget/Financial Implications***: The negotiated terms of the labor contracts will not affect adjusting the 2023 to be adopted county personnel budget. ***Legal/Policy Implications***: Contract would be subject to County Attorney approval as to form. The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	

Administrator's Recommendation

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

LABOR AGREEMENT

Between

COUNTY OF CHISAGO

and

LAW ENFORCEMENT LABOR SERVICES, INC.

Representing:

Licensed-Essential Captains and Lieutenants

Local #535

Effective January 1, 2023 through December 31, 2025

Contents

ARTICLE 1. PURPOSE 2
ARTICLE 2. RECOGNITION 2
ARTICLE 3. EMPLOYER AUTHORITY 2
ARTICLE 4. UNION SECURITY 2
ARTICLE 5. SENIORITY 3
ARTICLE 6. GRIEVANCE PROCEDURE 3
ARTICLE 7. NO STRIKE 6
ARTICLE 8. PROBATION & TRIAL PERIODS 6
ARTICLE 9. WORK SCHEDULE 6
ARTICLE 10. HOLIDAYS 7
ARTICLE 11. VACATION 8
ARTICLE 12. SICK LEAVE 8
ARTICLE 13. LEAVE OF ABSENCE 9
ARTICLE 14. INJURY ON DUTY 12
ARTICLE 15. SEPARATION PAY 12
ARTICLE 16. INSURANCE BENEFITS 13
ARTICLE 17. RANDOM DRUG TESTING 14
ARTICLE 18. UNIFORMS / UTILITIES 14
ARTICLE 19. WAGES 14
ARTICLE 20. EDUCATION / HEALTH CLUB REIMBURSEMENT 14
ARTICLE 21. DISCIPLINE 15
ARTICLE 22. SAVINGS CLAUSE 15
ARTICLE 23. CONSTITUTIONAL PROTECTIONS 16
ARTICLE 24. P.O.S.T. LICENSURE 16
ARTICLE 25. MINNESOTA STATE RETIREMENT SYSTEM (MSRS) 16
ARTICLE 26. SNOW DAYS 16
ARTICLE 27. COMPLETE AGREEMENT 16
ARTICLE 28. DURATION 17
APPENDIX A 19
MEMORANDUM OF UNDERSTANDING 20
MEMORANDUM OF UNDERSTANDING 21

ARTICLE 1. PURPOSE

This labor agreement, hereinafter referred to as the Agreement, between the County of Chisago, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc., Local 535 hereinafter referred to as the Union, is entered into in recognition of the parties' complete understanding covering terms and conditions of employment.

ARTICLE 2. RECOGNITION

2.1 The Employer recognizes Law Enforcement Labor Services, Inc. as the exclusive representative, pursuant to Bureau of Mediation Services, Case 23PRE026, for: All Licensed Essential Captains and Lieutenants employed by the Chisago County Sheriff's Department, Center City, Minnesota, who are public employees within the meaning of Min. Stat. 179A.03, subd. 14, excluding all other supervisory employees, confidential, and all other essential employees.

2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new job class, the issue shall be submitted to the Minnesota Bureau of Mediation Services for determination.

ARTICLE 3. EMPLOYER AUTHORITY

3.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities. and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

3.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 4. UNION SECURITY

4.1 The Employer shall deduct an amount sufficient to provide payment of regular dues established by the Union from wages of all employees who authorize such deduction. The Employer shall remit such deductions to the appropriate designated officer of the Union with a list of names of the employees from whose wage deductions were made.

4.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments, including attorney's fees, brought or issued against the Employer under the provisions of Section 4.1 of this Article.

4.3 The Employer shall provide designated bulletin boards for posting notices of Union business.

4.4 The Employer agrees to recognize stewards certified by the Union.

4.5 Non-employee representatives of the Union, certified to the Employer as provided herein shall notify the Employer prior to coming on the premises. The Union representatives will not interfere with the work of the employees.

ARTICLE 5. SENIORITY

5.1 County Seniority means an employee's total length of service with the Employer as a regular full-time employee.

5.2 Classification Seniority means an employee's total length of service in a specific job classification as a regular full-time employee.

5.3 Layoff shall be accomplished by the use of inverse order of their classification seniority in the classification to be reduced in force.

5.4 Employees being laid off shall be allowed to utilize current Chisago County Policies and Labor Agreements currently in effect, in the same manner as a non-represented employee.

5.5 An employee bumping pursuant to Section 5.4 shall be placed on the salary schedule based on county seniority.

5.6 Recall: When the work force is increased after a layoff, employees shall be recalled to the classification from which they were laid off in the inverse order of layoff before any new employee is hired or promoted into that classification. Employees shall retain rights to reemployment after layoff for a period of eighteen (18) months commencing with the effective date of the layoff. It shall be the responsibility of each employee on layoff to keep the Employer advised of the employee's current address and telephone number. Any employee on layoff who is notified at the employee's current address by registered or certified mail to return to work. and who fails to return within twelve (12) calendar days of the date the notice is received, will be considered to have resigned from employment.

5.7 Seniority During Layoff: Employees will retain the seniority they accrued prior to layoff but shall not accrue additional seniority during the time they are on layoff status.

5.8 Seniority during unpaid leave: Employees will retain the seniority they accrued prior to an unpaid leave of absence but shall not accrue additional seniority during the time they are on an unpaid leave of absence unless federal or state law requires continuity of seniority.

5.9 Department employees in positions outside of the bargaining unit shall continue to maintain bargaining unit seniority and bumping rights to the position last occupied in the bargaining unit in the event of layoff or involuntary removal for reason other than gross misconduct.

ARTICLE 6. GRIEVANCE PROCEDURE

6.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.2 Union Representation: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by the Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.

6.3 Processing of a Grievance: The Employer and the Union recognize and accept that grievances, as hereinafter provided, are limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee's duties and responsibilities. The aggrieved employee and the Union Representatives shall be allowed a reasonable amount of time, without loss in pay, when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union Representative have notified and received the approval of the Employer who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 Grievances, as defined by Article 6.1, shall be resolved in conformance with the following procedures:

Step 1: An employee claiming violation concerning the interpretation or application of the Agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance, in writing, to the Employer's designated representative. The Employer's designated representative will review, discuss with the Union and respond, in writing, to the Step 1 grievance within ten (10) calendar days of receipt of the grievance.

A grievance not resolved in Step 1 may be appealed to Step 2 of the grievance procedure. Any grievance not appealed by the Union within ten (10) calendar days of receipt of the Step 1 response shall be considered waived.

Step 2: A grievance not resolved in Step 1 and appealed to Step 2 shall be submitted, in writing, to the Employer's designated representative within ten (10) calendar days of receipt of the Step 1 response. The document will outline the nature of the grievance, the facts on which it is based, the provision(s) of the Agreement allegedly violated, and the remedy sought. The Employer's designated representative will review, discuss with the Union and respond, in writing, to the Step 2 grievance within ten (10) calendar days of receipt of the grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 or Step 4 of the grievance procedure. Any grievance not appealed by the Union within ten (10) calendar days of receipt of the Step 2 response shall be considered waived.

Step 3: If the grievance is not resolved at Step 2 of the grievance procedure, the parties shall submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 2 of the grievance procedure.

Step 4: A grievance unresolved in Step 2 or mediation option Step 3 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. In the event that the request for arbitration is due to a termination of employment, the Union shall have fourteen (14) calendar days to request an Arbitrator list. The Union and County shall have fourteen (14) calendar days from the receipt of the Arbitrator list to begin striking names. In the event that the Arbitrator list is requested based upon other disciplinary action, the Union shall have thirty (30) days to request an Arbitrator list. The Union and County shall have thirty days from the receipt of the

Arbitrator list to begin striking names. A mutually agreeable date shall be set between all parties to hear such grievance.

6.5 Arbitrator's Authority

1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

2. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.

3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Time Limits: If a grievance is not presented within the time limits set forth above, ii shall be considered "waived." If a grievance is not appealed to the next step within the specified time limits (or agreed upon extension), it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal within the specified time limits, the Union may treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

6.7 Choice of Remedy: If, as a result of the Employer's written response in Step 2, the grievance remains unresolved and the grievance involves the suspension, demotion or discharge of any employee who has completed the required probationary period, the grievance may be appealed to either Step 3 of Article 6 or a procedure such as Veteran's Preference or Human Rights. If appealed to any procedure other than Step 3 of Article 6, the grievance is not subject to the arbitration procedure of Article 6. The aggrieved employee shall indicate, in writing, which procedure is to be utilized and shall acknowledge that selecting a procedure other than Step 3 of Article 6 precludes the aggrieved employee from making a subsequent appeal through Step 3 of Article 6.

6.8 An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governor of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the paragraph of Section 5.7 shall be immediately null and void and shall be deleted from this agreement.

ARTICLE 7. NO STRIKE

Neither the Union, it officers or agents, nor any of the employees covered by the Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event any employee violates this article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties.

ARTICLE 8. PROBATION & TRIAL PERIODS

8.1 All newly hired or rehired employees shall serve a twelve (12) month probationary period.

8.2 Probationary employees may be discharged during the probationary period and such action shall not be subject to the grievance procedure.

8.3 An employee who is promoted to a position within this bargaining unit shall serve a twelve (12) month trial period. During the trial period, the Employer may return the employee to a position in his/her former classification and to his/her rate of pay immediately prior to the promotion. An employee who is returned to his/her former classification will be provided the reasons in writing.

ARTICLE 9. WORK SCHEDULE

9.1 The normal work week for full-time employees shall be forty (40) hours.

9.2 Employees shall be notified of permanent changes in their work schedules at least thirty (30) calendar days before such changes become effective.

9.3 An employee assigned by the Employer to be available during their non-scheduled work time to make budgetary or administrative decisions shall be compensated four (4) hours of their base rate of pay for each work week.

9.4 Employees who work more than 80 hours in a two week pay period may earn compensatory time for the additional hours worked. During pay periods when an employee works fewer than 80 hours, compensatory time may be used in conjunction with hours worked, vacation and paid holidays to result in a salary equivalent to 80 hours of pay.

9.5 Compensatory time may accumulate up to a maximum of one hundred (100) hours, compensatory time over one hundred (100) hours may be converted to vacation time.

ARTICLE 10. HOLIDAYS

10.1 Employees shall be entitled to payment for holidays pursuant to this Article provided they worked their last scheduled day preceding the holiday and their first scheduled day following the holiday.

10.2 The following shall be included as paid holidays for employees subject to this AGREEMENT:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Thanksgiving Day
Christmas Day	December 25
**One (1) Floating Holiday	Day of Employee's Choice
**Christmas Eve	December 24

**Christmas Eve shall be a holiday in years in which it falls on Monday-Thursday.

**A floating holiday will be granted in years in which Christmas Eve is not observed as a holiday.

Holidays will be paid on the basis of eight and one-half hours per holiday.

10.3 When a holiday as designated in this Article falls on a Sunday, the following day (Monday) shall be considered the official holiday for employees or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the official holiday for employees. For the employees on another scheduling system, the holidays shall be deemed to fall on the applicable actual calendar date without reference to Saturday and Sunday adjustments.

10.4 Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.

10.5 All work performed on a holiday shall be paid the regular rate of pay, plus holiday pay.

10.6 A floating holiday shall be a restricted holiday and the employee shall not be permitted to work on such floating holiday. The employee will receive eight and one half (8 ½) hours pay at his or her regular straight time hourly rate. The floating holiday shall be arranged in a flexible fashion and must be approved by the employee's supervisor. The floating holiday may not be accumulated and must be used or scheduled to be used by December 31.

ARTICLE 11. VACATION

11.1 All full-time employees shall earn vacation time and shall be paid vacation leave benefits at their current pay rate.

11.2 Vacation Benefits shall accrue in accordance with the following schedule:

Years of Service	Pay Period	Rate
0-1 year	3.1 hours	10 days
After 1 year	3.7 hours	12 days
After 4 years	4.6 hours	15 days
After 6 years	5.5 hours	18 days
After 10 years	6.5 hours	21 days
After 14 years	7.4 hours	24 days

11.3 Employees may reduce their vacation balance by cashing out a maximum of one hundred (100) hours on the employees' anniversary date and performance review. Payment to employee shall be on the first payroll check following the annual performance review and shall occur once per calendar year.

11.4 Scheduling of an employee's vacation shall be by mutual agreement between the employee and the employee's supervisor.

11.5 Vacation leave shall accrue on a bi-weekly basis and computation of eligibility and maximum accumulation shall be on a bi-weekly basis.

11.6 Employees may cash out up to forty (40) hours of their converted compensatory time four (4) times per year- March, June, September, and December.

ARTICLE 12. SICK LEAVE

12.1 Full-time employees shall earn sick leave at the rate of four (4) hours per pay period with unlimited accumulation.

12.2 An employee may utilize sick leave allowance on the basis of application therefore approved by the EMPLOYER for absences necessitated by the following:

A. Inability to perform position duties by reason of illness or injury or in conjunction with the pregnancy, birth, or adoption for the employee's child.

B. Necessity of acute medical or dental care.

C. Exposure to contagious disease under circumstances in which attendance on duty would expose other employees or members of the public.

D. Provide care to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step parent for their illness or injury. "Child" and "grandchild" include biological, step, foster, and adopted children and grandchildren.

Sick leave usage shall be subject to approval and verification by the EMPLOYER and the employee may be required to furnish a report from a recognized physical or mental health authority satisfactory to the EMPLOYER attesting to the necessity of the leave and such other information as the EMPLOYER deems necessary to establish the employee's fitness for employment.

12.3 Sick leave benefits shall be paid at the employee's current pay rate.

12.4 Sick Leave During Vacation. Should an employee contract any illness or disability during the employee's vacation that requires the attention of a physician, the period of sickness or disability may be charged as a sick leave and the charge against vacation reduced accordingly, provided the employee furnishes the EMPLOYER with written physician's certification of such claimed sick leave.

ARTICLE 13. LEAVE OF ABSENCE

13.1 In the event it is necessary for an employee to be absent from work for reasons other than those as provided by this Agreement, a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence; in case of an emergency, as determined by the Employer, such notice may be waived.

Requested leaves of absence will be granted only when such leave would not affect the services provided by the Employer, is recommended by the Sheriff, and is approved by the County Board. The approval of such request is discretionary with the Board.

Employees who are absent from work without an approved leave of absence will be subject to provisions of Article 18, Discipline and Discharge.

Leaves with Pay: In addition to holidays, vacation leave, and sick leave, employees may be eligible for one or more of the following leaves with pay subject to approval by the County Board.

A. Funeral Leave: A regular employee shall be allowed five (5) working days with pay for the death of his/her spouse, child or stepchild or parent/spouse's parent.

A regular employee shall be allowed three (3) working days with pay for the death of, stepparents, ward, brother, sister, son-in-law, daughter-in-law, grandchild or grandparents of either the employee or his/her spouse. Upon approval of the Department Head, at his/her discretion, additional leave may be granted for bereavement provided such additional days be deducted from sick leave not to exceed 5 days.

One day sick leave may be used for any other relative, with the exception of cousins. In the event a holiday occurs during funeral leave time, an employee shall not be allowed to collect both funeral leave pay and holiday pay for those days.

Funeral leave shall not exceed five (5) consecutive business days

B. Military Leave. Employees who are a member of a military reserve unit of the United States or the State of Minnesota and are called to active duty will be entitled to pay for up to 15 working days per calendar year.

C. Jury Duty. When an employee receives a summons for jury duty, he/she must notify his/her supervisor immediately. He/she will be given leave for such jury duty and be compensated for the difference between the regular straight time hourly rate and the jury duty per diem for any time lost due to jury service. Employees are expected to report to work during the time period they are not required to be in court.

D. Voting Leave. Employees eligible to vote in any statewide general election or in any election to fill a vacancy in the office of a representative in Congress will be granted leave for purpose of voting at any time during the workday of the election. Employees are expected to make prior arrangements with their supervisor regarding their absence.

E. Court Appearance Leave. Employees may be granted a leave of absence if called to appear as a witness before a court, legislative committee or judicial body in an action by the federal government, the State of Minnesota or one of its political subdivisions. Any witness pay received shall be reported to the Employer and deducted from the employee's regular pay. If an employee appears and testifies in private litigation that is not job related, leave may be granted without pay based on prior approval of the Employer.

13.2 Leave of Absence Without Pay.

A. Policy Statement. It is the policy of Chisago County to grant a medical leave of absence without pay to employees for personal, physical or mental illness, injury, or chemical dependency treatment.

B. Eligibility. In order to qualify for such leave, an employee must have regular status and have completed the probationary period for new employees. Unpaid leaves of absence will not be granted if an employee has banked hours of sick leave, vacation or compensatory time, unless otherwise stated in policy or Board Resolution. Banked hours must be used prior to unpaid leaves of absence are granted.

13.3 Employees may be eligible for one or more of the following leaves without pay, subject to approval by the County Board, except that leaves without pay of five (5) days or less may be granted by the Sheriff prior to initiation of the leave.

A. Disability Leave

In the event an employee has exhausted all accrued sick leave and is unable to work because of illness or injury, the employee may be granted a leave of absence for up to six (6) months. This leave may be extended by the County Board if circumstances warrant.

B. Military Leave

Employees shall be eligible for military leave as provided by Minnesota Statute and/or Federal law.

C. FMLA and Parenting Leave

Employees who meet the minimum requirements for employment as stated in the Family and Medical Leave Act may be eligible for leave without pay for up to 12 weeks. Additionally, the Minnesota Parental Leave law provides for up to 6 weeks leave without pay. Eligibility requirements must be met as stated in the law.

The FMLA and Minnesota Parental Leave shall run concurrently and shall not exceed 12 weeks of time away from work.

13.4 Effect on Benefits During a Leave of Absence Without Pay.

A. An employee who is on leave of absence may continue to participate in the group insurance programs set forth in Article 16 provided the employees pays the full cost of the premium. It is the employee's responsibility to make arrangements with the Employer for payment of the monthly premium while on leave of absence.

B. Pension contributions shall not accrue.

C. Sick leave shall not accrue.

D. Vacation shall not accrue.

E. Holidays shall not be paid.

13.5 Reinstatement and Termination During a LOA Without Pay.

A. Chisago County wishes to ensure that its employees are capable of performing job responsibilities based on medical approval following a leave of absence based on medical/disability reasons to protect both employee and Employer.

B. A doctor's statement verifying the physical ability of the affected employee's return to the job performed is necessary. This will need to be sufficient and clear prior to returning to work in any capacity or status.

C. In the event a physician puts limitations of any kind on the employee's return to work or the County has reason to believe it is in the best interest of the County or employee's health, a second medical opinion will be requested. The County will designate the physician, with medical and transportation expenses paid for by the County.

D. Prior to (or as soon as possible in the event of an emergency) a medical leave commencing, the employee will obtain the physician's statement indicating the reason for the medical leave and the expected date of return.

E. An employee returning to work within the authorized leave period will be reinstated. Efforts will be made to ensure reinstatement to a position of similar status and pay.

F. An employee exceeding the authorized leave period without giving proper notice shall be considered to have voluntarily terminated without proper notice.

G. An employee giving proper termination notice within the authorized leave period shall be eligible for severance/termination.

ARTICLE 14. INJURY ON DUTY

14.1 Workers' Compensation. Employees who, because of injury or sickness, incurred in the line of duty, qualified for workers' compensation, may opt to continue to receive that portion of the employee's regular salary deducted from accumulated sick leave which, together with any payment received from workers' compensation, will equal the employee's normal daily or weekly earnings.

14.2 If an employee performs law enforcement services, as required by the Sheriff's Office, whether or not the employee has reported in as "on duty" and is injured in the course of performing those duties, the employee shall be eligible for the benefits of this article.

ARTICLE 15. SEPARATION PAY

15.1 Upon termination of employment, employees with seven (7) years of employment shall be entitled to seventy-five (75%) percent of accumulated sick leave up to a maximum of 800 hours of accumulated sick leave and, after 14 years 100% of accumulated sick leave up to a maximum of 1,000 hours of accumulated sick leave as set forth in Article 12 Section 1. The maximum accumulation of sick leave compensated for as severance at termination shall not exceed one thousand (1,000) hours at the employee's regular rate of pay.

15.2 Severance pay benefits shall be available for any employee who leaves the employment of the department in good standing. In the event of death of an employee, the applicable severance benefit shall be paid to the estate of the employee. The benefit available under this Article shall be based on compensation at the normal rate of pay for the employee for all unpaid accrued vacation.

15.3 In those cases in which an employee terminates employment and fails to give required notice of resignation or if the employee is terminated for cause as a result of a finding based on charges pursuant to rules, the right to severance pay shall be reviewed on an individual's basis and discretion of the EMPLOYER.

15.4 The County reserves the right to withhold the severance payment if the employee is in possession of County equipment or property.

ARTICLE 16. INSURANCE BENEFITS

16.1 The Employer agrees to provide and pay the premium for the present level of group term life insurance of $25,000 during the term of this AGREEMENT

16.2 The Employer agrees to provide full-time regular employees and regular part-time employees' access to hospital, medical, major medical and dental coverage, and agrees to pay during the course of this Agreement 95% of the single policy and 80% of the Family, Single+ Child, Single+ Spouse policy.

16.3 The county will contribute $2,500 for a single, single + child, and single + spouse policy deductible and $3,000 for family deductible into the Health Savings Account (HSA) will be prorated based upon the benefit eligibility date. Such deposit shall be made the first payroll in January. The county contribution towards the deductible will be prorated based upon the benefit eligibility date of the new employee. Example: If an employee is eligible for benefits on August 1 - they would receive 5/12th of the county contribution towards their deductible.

16.4 Married couples who both work for the county will receive single, single+ child, single + spouse ($2,500) and family ($3,000) deductible contributions into the Health Savings Account (HSA). Such deposit shall be made the first payroll in January.

16.5 County and Law Enforcement Labor Services, Inc. agree the health reimbursement arrangement shall be in effect for the term of the contract, if ratified by employees represented by Law Enforcement Labor Services, Inc.

16.6 The annual benefit maximum for dental insurance will be $1,200 for each covered person per coverage year as outlined in the dental Summary Plan Description.

16.7 If at any time, this bargaining unit elects to opt out of County sponsored health, dental, or vision coverage and voluntarily elects alternative coverage for the bargaining unit, the County shall contribute the same monthly dollar amounts that it contributes for its full-time employees covered by the county sponsored plan(s). The Union shall provide the County a minimum of eight (8) months' notice of its intent to move to an alternative plan(s) but in no case shall move be made during the health insurances' closed contract cycle and can only be done when the health plan opens for renewal or extension.

16.8 In no case shall a new health insurance plan or extension of a current plan be made, without full disclosure to the Local Union Business Agent.

16.9 A bonus of 8 hours of vacation will be added to the vacation bank of an employee represented by Law Enforcement Labor Services, Inc. after December 31st of each year of the contract for employee's who successfully complete the County Wellness Plan and as established through the Wellness Committee.

ARTICLE 17. RANDOM DRUG TESTING

17.1 Employees covered under this labor agreement will be subject to drug testing provisions as outlined in the Employee Random Drug Testing policy for the term of this agreement. Any changes to the Employee Random Drug Testing Policy will be negotiated with the Union prior to implementation.

ARTICLE 18. UNIFORMS / UTILITIES

18.1 Uniforms shall be provided for all employees as determined necessary by the EMPLOYER.

18.2 All routine maintenance (dry cleaning, laundering, and minor repairs, such as sewing on a button) is the responsibility of the employee.

18.3 Employee's shall be paid $300 per year for duration of the contract. Such payment will be on the first payroll in January for the purpose of utilities.

ARTICLE 19. WAGES

19.1 Employees shall be compensated in accordance with the wage schedule attached hereto as Appendix A. Employees employed on the date of ratification of the Agreement by both parties shall be eligible for the negotiated wage increases.

January 1, 2023 – Grade 19, Step 3 – 0% COLA wage adjustment.

January 2, 2024 – 2% COLA wage adjustment and step advancement.

January 1, 2025 – 2% COLA wage adjustment and step advancement.

ARTICLE 20. EDUCATION / HEALTH CLUB REIMBURSEMENT

20.1 **EDUCATION REIMBURSEMENT:** Any employee who, in order to improve his/her performance, takes courses which have a direct relationship to his/her work, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment by his/her Department Head and the Human Resources Director. Factors upon which an employee's eligibility depends, includes the past work record of the employee; his/her service ratings; length of service; the relevancy of the course work to the employee's position.

20.2 **HEALTH CLUB REIMBURSEMENT:** Employees shall be eligible to use educational reimbursement dollars for reimbursement of eligible health club membership for the employee. There will be no reimbursement for family paid membership. Receipt must accompany requests

for reimbursement. The County will reimburse 50% of the cost of the membership up to a maximum of $200 annually.

20.3 The available funds for Education Reimbursement and Health Club Reimbursement combined shall be $1,000 each calendar year per employee.

20.4 If the Employee leaves the County within one year following completion of a course taken under this policy, he/she must refund the amount paid by the County.

ARTICLE 21. DISCIPLINE

21.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

Verbal warning;
Written warning;
Suspension;
Demotion; or
Discharge.
Suspensions, demotions and discharges shall be in writing.

21.2 Written warnings, and notices of suspensions, demotion and discharge which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such warnings and/or notices.

21.3 Employees may examine their personnel files at reasonable times under the direct supervision of the Employer.

21.4 If the Employer determines that it is necessary to question an employee concerning an act or behavior by the employee which, if confirmed, may result in disciplinary action, the employee will be given an opportunity to have a Union representative present at such questioning.

21.5 A written warning, suspension, demotion or discharge of an employee may be appealed through the grievance procedure contained in Article 6 of this Agreement initiated by the union at step 2 of the grievance procedure. The discharge of an employee who has not completed the required probationary period may not be appealed.

ARTICLE 22. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be re- negotiated at the written request of either party.

ARTICLE 23. CONSTITUTIONAL PROTECTIONS

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 24. P.O.S.T. LICENSURE

The Employer will pay the P.O.S.T license renewal fee for full-time employees covered by this Agreement.

ARTICLE 25. MINNESOTA STATE RETIREMENT SYSTEM (MSRS) or HEALTH REIMBURSEMENT ACCOUNT

A Health Reimbursement Account through The Minnesota State Retirement System (MSRS) or other County approved vendor shall be established with the County contributing $10.00 per month per employee into the plan. Employees shall have the right, as a group decision, to elect to transfer sick leave and vacation pay severance into the MSRS plan. Refer to the agreed upon MOU attached to the contract.

ARTICLE 26. SNOW DAYS

There shall be no snow days granted. The Department Head may grant vacation time or compensatory time to cover snow or bad weather time off. Probationary employees who have not yet accumulated sufficient vacation time may take time off without pay.

ARTICLE 27. COMPLETE AGREEMENT

27.1 This Agreement shall represent the complete Agreement between the Union and Employer.

27.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, unless they mutually agree to do so.

ARTICLE 28. DURATION

This AGREEMENT shall be in full force and effect from January 1, 2023, to December 31, 2025, and thereafter until modified by the parties. Either party may serve notice at least ninety (90) days prior to expiration of the intent to negotiate

SIGNATURE PAGE

In witness whereof, the parties hereto have executed this Agreement.

CHISAGO COUNTY:

_____

Chisago County Board Chair Date

_____

Chisago County Administrator Date

_____

Chisago County Sheriff Date

_____

Human Resources Director Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.:

_____

Business Agent Date

_____

Union Steward Date

APPENDIX A
Salary Schedule

2023 - Captains

Title	Grade 17								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant, Patrol Division	$90,649.56	$93,822.29	$97,106.07	$100,504.78	$104,022.45	$107,663.24	$111,431.45	$115,331.55	$119,368.15
	$43.5815	$45.1069	$46.6856	$48.3196	$50.0108	$51.7612	$53.5728	$55.4479	$57.3885

	Grade 19								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Captain, Patrol Division Captain, Administration Division	$105,696.97	$109,396.36	$113,225.23	$117,188.12	$121,289.70	$125,534.84	$129,928.56	$134,476.06	$139,182.72

2024 - Captains

Title	Grade 17								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant, Patrol Division	$92,462.55	$95,698.74	$99,048.19	$102,514.88	$106,102.90	$109,816.50	$113,660.08	$117,638.18	$121,755.51
	$44.45	$46.01	$47.62	$49.29	$51.01	$52.80	$54.64	$56.56	$58.54

	Grade 19								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Captain, Patrol Division	$107,810.91	$111,584.29	$115,489.73	$119,531.88	$123,715.49	$128,045.54	$132,527.13	$137,165.58	$141,966.37
Captain, Administration Division	$51.83	$53.65	$55.52	$57.47	$59.48	$61.56	$63.71	$65.94	$68.25

2025 - Captains

Title	Grade 17								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Lieutenant, Patrol Division	$94,275.54	$97,575.18	$100,990.31	$104,524.97	$108,183.35	$111,969.77	$115,888.71	$119,944.81	$124,142.88
	$45.3248	$46.9111	$48.5530	$50.2524	$52.0112	$53.8316	$55.7157	$57.6658	$59.6841

	Grade 19								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Captain, Patrol Division	$109,924.85	$113,772.21	$117,754.24	$121,875.64	$126,141.29	$130,556.23	$135,125.70	$139,855.10	$144,750.03
Captain, Administration Division	$52.85	$54.70	$56.61	$58.59	$60.64	$62.77	$64.96	$67.24	$69.59

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CHISAGO COUNTY BOARD OF COMMISSIONERS
AND
LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL #535
(Licensed-Essential Captains and Lieutenants)

This is an Agreement entered into between Law Enforcement Labor Services, Inc., Local No. xxx (Union) and the Chisago County Board of Commissioners (Employer):

WHEREAS, Law Enforcement Labor Services, Inc., Local 535 is the certified exclusive representative for the Chisago County Sheriffs' Office Licensed- Essential Captains and Lieutenants bargaining unit; and

WHEREAS, the parties have negotiated and agreed upon the following terms and condition of employment for the bargaining unit employees and wish to further specify the agreed upon terms and conditions of employment in the agreement:

NOW, THEREFORE, it is mutually understood and agreed to as follows:

1. An exempt, licensed, employee who works contract overtime in the capacity of a law enforcement officer (Security Detail) and that overtime is funded by a private or public entity paid thru the Employer shall be compensated at the contractual calculated rate set by the Employer.

2. This contractual hourly rate shall be calculated by the employer and shall include the actual employee cost to include wage and fringe benefits.

IN WITNESS THEREOF, the parties acknowledge that they have read the foregoing Agreement and, by signing, hereby affirm that they fully understand and agree to its terms and application.

FOR THE COUNTY:		FOR LAW ENFORCEMENT LABOR SERVICES, INC.:	
_____		_____	
County Commissioner	Date	Business Agent	Date
_____		_____	
County Board Chairman	Date	Union Steward	Date
_____		_____	
County Administrator	Date	Union Steward	Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHISAGO COUNTY BOARD OF COMMISSIONERS
AND
LAW ENFORCEMENT LABOR SERVICES, INC, LOCAL 535

LICENSED-ESSENTIAL CAPTAINS AND LIEUTENANTS

This Memorandum of Understanding is being entered into by Chisago County Board of Commissioners and Law Enforcement Labor Services, Inc., Local 535 Licensed- Essential Captains and Lieutenants Unit.

Chisago County agrees to participate in the Health Reimbursement Arrangement Plan (HRA) for Employees in the Licensed Essential Captains Unit in accordance with the terms and conditions of the Plan's Participation Agreement. The parties hereto designate MidAmerica as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents.

The Employer agrees to contribute to the Plan on behalf of the Employee's in this bargaining Unit who are eligible for county benefits the amount of $10.00 per month beginning January 1, 2023 and continuing for the term of the labor agreement which expires on December 31, 2023.

Upon termination of employment in good standing, 100% of the eligible accumulated sick leave bank and 0% of the vacation leave bank shall be contributed to the Health Reimbursement Arrangement Plan and shall cause an account to be set up in the Employee' s name. The amount contributed shall be calculated at the employee's hourly rate on the date of termination.

For the term of the labor agreement; the bargaining unit shall determine if the accumulated sick leave bank and/or vacation shall be contributed to the Participant's Health Reimbursement Arrangement (HRA).

FOR THE COUNTY:

_____

Human Resources Director Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.:

_____

Business Agent Date

_____

Union Steward Date

Larkin Hoffman Legislative Update

Larkin Hoffman

As of 1/8/2024

The Senate is back today and the House returns tomorrow. Washington will jolt into action on a whole host of legislative and political priorities.

The details: The Schumer-Johnson deal, hashed out mostly by aides, keeps the fiscal responsibility act, (FRA) nearly completely intact. Most importantly, a roughly $69 billion "side deal" by Biden and McCarthy remains in place.
Johnson was able to score two policy victories of note — Congress will accelerate a $10 billion IRS funding cut from FY2025 to FY2024. The new agreement also rescinds $6.1 billion in Covid-relief funds.

Overall spending comes in at $1.659 trillion. There's $773 billion for non-defense discretionary spending and $886 billion for defense.

In sum, Johnson was able to secure $16 billion in additional savings for FY2024. But he got very little else. He's already facing sharp criticism from the right.
Now onto the politics and substance.

Remember that four appropriations bills — Agriculture, Energy and Water, MilCon-VA and Transportation-HUD — expire in 11 days. The rest of federal spending expires Feb. 2. So Congress is working on an extremely compressed schedule.

The big question over the coming days is how lawmakers will be able to pass funding legislation that codifies this budget agreement while averting a partial or total government shutdown.

Let's get into it:

1) Both sides claim a win.
Johnson can point to the IRS and Covid-related cuts as he tries to sell the deal to conservatives. More on that below.

For his part, Schumer ensured that even with these cuts, the non-defense topline remained in line with the FRA and the "side deal" stayed in place at $773 billion. "It's a good deal for Democrats and the country," Schumer told his colleagues on a Sunday night call.

2) Johnson will have big problems with conservatives.

Let's be clear here: House Republicans will be down to a two-vote margin soon. So Johnson's leverage is minuscule.
But conservatives didn't elect Johnson to be McCarthy. They elected him to be the conservative firebreather he was as chair of the Republican Study Committee.
That Johnson — the one that existed from 2017 until the fall of 2023 — would've probably rejected this agreement.

Now how about all of those red-meat “culture war” provisions that are included in the House’s GOP-only spending bills?
Johnson noted in his “Dear Colleague” letter that the agreement allows House Republicans to “fight for the important policy riders included in our” FY2024 bills. That means Johnson will still push for poison-pill provisions that will never pass muster with the Democratic-controlled Senate.
Already, Democrats are vowing to resist these efforts. Schumer and Jeffries said they “made clear” to the speaker that “Democrats will not support including poison pill policy changes in any of the twelve appropriations bills.” Senate Republicans are likely to back this too.

One other thing is clear too: House Republicans will never pass a rule for any of the spending bills. Everything will need to move on suspension, meaning House GOP leaders need Democratic support.

3) This reduces the chances of a shutdown.

Could there still be a shutdown? Sure. There are less than two weeks until the first tranche of spending bills expires. So much can happen in that timeframe.
A partial shutdown — covering the four Jan. 19 spending bills — is much more likely than a full government shutdown.

Everything depends on how fast the House and Senate can process the bills after sorting out the “poison pill” issue. That remains to be seen, including which chamber goes first, when and how. Will party leaders sync the two deadlines together? Will they pass a CR?

4) It leaves the border standoff — and Ukraine — unresolved.
Importantly, this agreement is silent on the ongoing negotiations surrounding a border-security package to ride alongside Biden’s supplemental funding request for Ukraine and Israel.

Sen. James Lankford (R-Okla.), the lead GOP negotiator, said on “Fox News Sunday” that the bipartisan Senate group will “hopefully” be able to release legislative text for the border component this week. The negotiators’ goal is to brief senators on Tuesday about the tightly held talks.
Lankford also had a tacit message for Johnson: Don’t reject our agreement out-of-hand. Lankford said the House can “work to improve it” or acknowledge that it “makes real progress on the border… and then keep going for more.”
Lankford will meet with the House Republican Study Committee on the issue.

By Megan Knight
Larkin Hoffman

Chisago County Broadband Profile 2023: Yellow Rating: Ranking 60 out of 87

Posted on **December 28, 2023** by **Ann Treacy**
Rank: 60
Code: Yellow
(See Blandin Foundation interactive map)
Chisago County: resilience with a plan

Chisago County ranks 60 for broadband access out of 87 counties. Chisago County has 76.81 percent coverage of broadband of 100 Mbps down. They have 4878 households without access to broadband at that speed. Estimates indicate that it will cost $45.3 million to get to ubiquitous broadband in the county.

County	Residential Location Density	number of residential locations	≥ 100 Mbps Download/20 Mbps Upload Speeds	unserved households	Cost to close gap
Chisago	47.7	21,120	76.81	4878	45365400

Like several other counties, Chisago County has areas where there is one national provider (or another). Often national providers are not as engaged in rural areas as providers with roots in the community. Chicago has found creative ways to get around that in several towns in the county.

Few counties are as engaged as Chisago is with promoting better broadband; last year a report from the Institute for Local Self Reliance pointed out, they have a plan to apply for State funding one community at a time until they're covered. With a plan like that, they get a green code, despite their numbers!
In December 2022, Qwest got almost $500,000 to deploy the fiber to 119 unserved and 66 underserved locations in Harris Minnesota.

Chisago County is getting a yellow ranking because they have been stagnant but I suspect their years of engagement will help prepare them to take advantage of incoming federal (BEAD) funding.

	2023	2022	2021	2020	2019	2018	2017
100/20 (2026 goal)	76.81	73.63	73.34	71.92	71.26	69.53	65.45
25/3 (2022 goal)	79.08	78.7	79.21	84.34	83.85	73.27	65.25

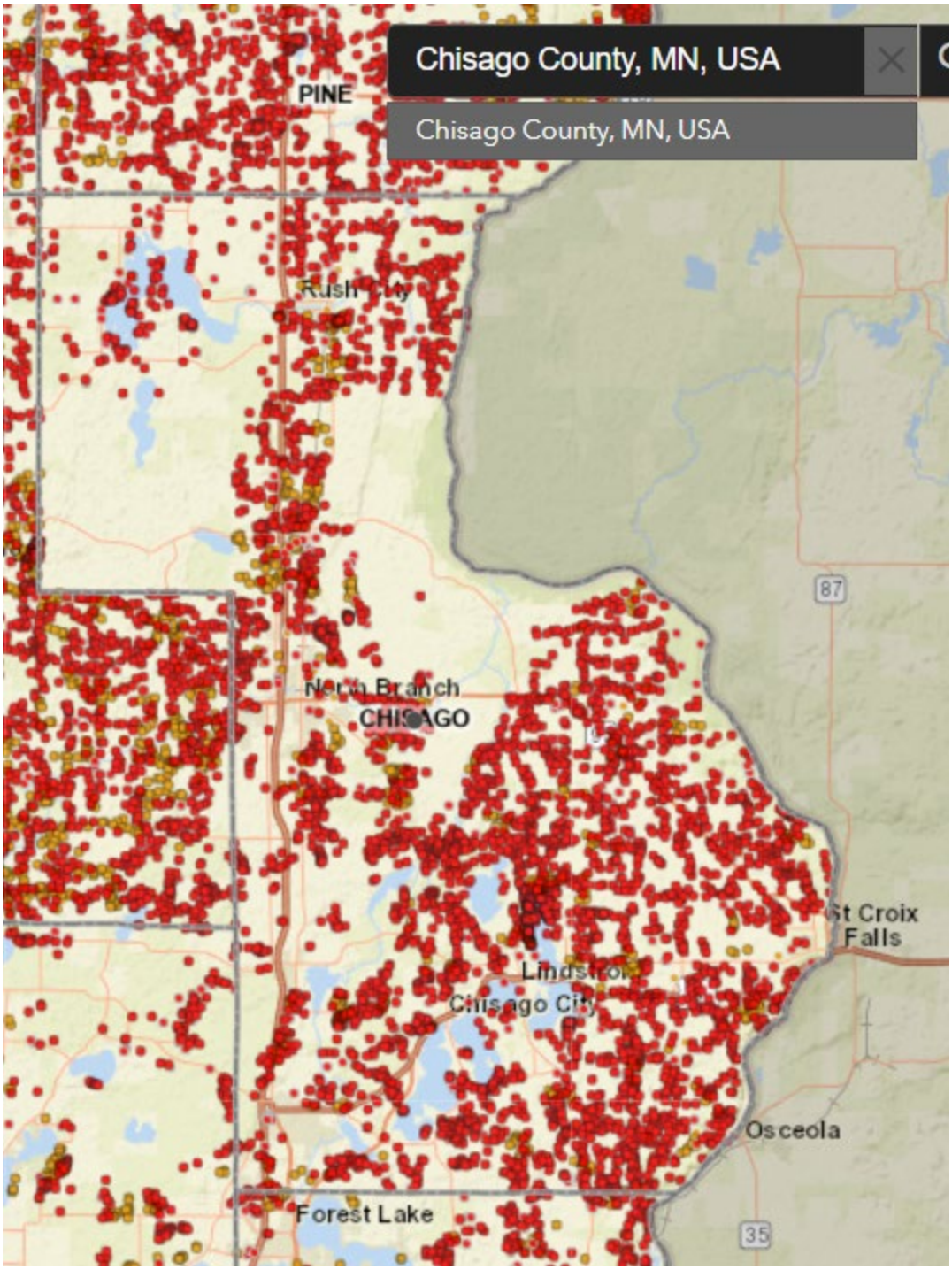
Past grants:

- 2022: Qwest Corporation dba CenturyLink QC, $465,814.00
- 2017 – CenturyLink – Fish Lake Township FTTH Project – GRANT $1,833,724
- 2016 – SUNRISE TOWNSHIP (CENTURYLINK) FIBER TO THE HOME – GRANT: $1,074,852
- CenturyLink (Qwest Corporation) – Nessel Township FTTH Project – GRANT $1,657,550
-

Find more article on Chicago (https://blandinonbroadband.org/?s=chisago&submit=Search)
I am doing the annual look at broadband in each county – based on maps from the Office of Broadband Development and news gathered from the last year. I'm looking at progress toward the 2022 (25 Mbps down and 3 Mbps up) and 2026 (100 Mbps down and 20 Mbps up) and will code each:

- Red (yikes)
- Yellow (warning)
- Green (good shape)

The maps below on the left comes from the Office of Broadband Development interactive map, reflecting data updated on Oct 31, 2023. Red dots represent locations unserved with wireline broadband; the Orange dots represent underserved locations. The map on the right comes from the FCC National Broadband map showing access to wired and licensed fixed wireless access, the darker the color, the greater percentage of broadband coverage.


Chisago County, MN, USA
Chisago County, MN, USA
PINE
Rush City
North Branch
CHISAGO
Lindstrom
Chisago City
St Croix Falls
Osceola
Forest Lake
87
35

You're Invited!

ANNUAL LEGISLATIVE FORUM AND DINNER

Thursday February 1 2024	**Riverport Conference and Event Center** 900 Bruski Drive, Winona, MN 55987	**Registration** **$75** Please Register by January 15

AGENDA

Mental Health Policy Presentations ◊ 2:00 – 3:00 p.m.
Panel Discussion with chairs Sen. Hoffman and Rep. Noor ◊ 3:00 – 3:30 p.m.
Elections Discussion with Secretary of State Steve Simon ◊ 3:30 – 4:30 p.m.
Legislative Forum ◊ 4:30 – 5:30 p.m.
Social Hour ◊ 5:30 – 6:30 p.m.
Dinner and Guest Speaker Blois Olson ◊ 6:30 – 8:00 p.m.

HOSTED BY WINONA COUNTY