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, February 21, 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.)	2024 Transportation Improvement Plan	TAB 2
3.)	Right of Way Acquisition Services Contract – CSAH 10	TAB 3
4.)	AET Subsurface Testing Services Contract for CSAH 10 Reconstruction Phase 2	TAB 4
5.)	CSAH 10 Drainage Design Services Contract – SRF Consulting, Inc.	TAB 5
6.)	CSAH 10 Recon. Project Construction Testing Services Contract – Braun Intertec	TAB 6
7.)	AET Subsurface Testing Services Contract for CSAH 19 Reconstruction Project	TAB 7
8.)	AET Subsurface Testing Services Contract for CSAH 30 Project	TAB 8
9.)	CSAH 16 Bridge Replacement Project Construction Testing Services Contract	TAB 9

Board of Commissioners' Business Meeting

Consent Agenda:

1.)	R&B Committee Recommendation – County Engineer's Report	TAB 1
2.)	R&B Committee Recommendation – 2024 Transportation Improvement Plan	TAB 2
3.)	R&B Committee Recommendation – Right of Way Acq. Services Contract – CSAH 10	TAB 3
4.)	R&B Committee Recommendation – AET Subsurface Testing Services – CSAH 10	TAB 4
5.)	R&B Committee Recommendation – CSAH 10 Drainage Design Services Contract	TAB 5
6.)	R&B Committee Recommendation – CSAH 10 Recon. Project Construction Testing	TAB 6
7.)	R&B Committee Recommendation – AET Subsurface Testing Services – CSAH 19	TAB 7
8.)	R&B Committee Recommendation – AET Subsurface Testing Services – CSAH 30	TAB 8
9.)	R&B Committee Recommendation – CSAH 16 Bridge Replacement Project Cons.	TAB 9
10.)	Minutes from the February 7, 2024 County Board Meeting	TAB 10
11.)	*****Payment of County's Warrants and Miscellaneous Bills*****	TAB 11
12.)	Application for Exempt Permit – Knights of Columbus 15227	TAB 12
13.)	Voting Grant Allocation Agreement	TAB 13
14.)	Authorization for County Auditor-Treasurer to Proceed with Year-end Transfer of Funds	TAB 14
*****AMENED*****	– Application for Exempt Permit – East Central Friends of NRA	Handout

Environmental Services/Zoning Report – Kurt Schneider, Director

15.)	Director's Report	TAB 15
	a. 2023 Chisago County Parks and Trails Annual Report	
16.)	Annual PC and Board of Adjustment Policy on Meeting Order and Procedure	TAB 16
17.)	SPRT - Segment G Construction Project No. 13-SPT-23 Partial Payment to Knife River	TAB 17

18.) 2023 LSC CWMP WBIF Work Plan Amendment TAB 18
19.) Aquatic Invasive Species (AIS) Prevention Aid Program Agreements TAB 19

Other Business of the County Board

20.) February 14th Budget and Finance Committee Report TAB 20
21.) Prof./Tech. Services Contract between Therapeutic Services Agency 2024-2025 TAB 21
22.) Per Diem to the Chisago County Citizen Review Panel TAB 22
23.) SHIP 223 Grant Agreement – North Branch Disc Golf Association TAB 23
24.) Mental Health and Resilience Workshop – Public Health TAB 24
   a. Dr. Thom Mayer Client Letter of Agreement
   b. Adam Markel Engagement Contract
   c. Gaelin Speaks LLC Speaker Agreement
25.) Call for Public Hearing – Use of Cannabis and Cannabis Derived Products in Public TAB 25

7:00 p.m. **Public Hearing**

26.) 2024 Fee Schedule – Changes in Recorder Fees TAB 26

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*******
Notice of Virtual Attendance

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday February 17th at 6:30 p.m. and all other Committees until February 29th 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 3956 DeLeon St., Fort Myers, FL 33931, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

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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: **February 14, 2024**

RE: Public Works Director's Report

CSAH 10: We bid out the project on January 30. We got 8 bidders with Peterson Companies out of Chisago City being the apparent low bidder at $10.9M. The Engineer Estimate was $11.7M with the range being $10.6M to $13M. We are working on getting the required approvals to award the project. We are looking to be able to bring back to the Board for consideration of award at the March 20th meeting.

We are looking to put on an open house to help answer questions for this season's construction project as well as looking to get comments and feedback on the next phase (construction in 2026). We are looking at late April to schedule this open house. More information to come.

CSAH 30: We continue to work with the City of North Branch on this preliminary design. We are scheduling an Open House for March 6th. We will be mailing out a postcard invitation to the surrounding area residents.

Transportation Plan Update
Comment period is complete, and we did get some comments. We are working with Chase on setting up a potential work session with the Board and the Consultant.

Transportation Improvement Plan
With the bidding of the CSAH 10 project complete, we could look to fill out the 2024 program. We are looking for approval at tonight's meeting. The 2024 proposed program includes:

- CSAH 10 Reconstruction Project
- CSAH 16 Bridge Replacement Project
- 2024 Mill & Overlay Project
  - CSAH 23 – Pioneer Road to CSAH 23 RAB Project
  - CSAH 34 – HIR section to CSAH 19
  - CSH 22 – I-35 to Anoka County Line
  - CR 72 – CSAH 11 to CSAH 14

I have also included our draft version of the 2025 – 2029 T.I.P. for review and discussion.

TH 8 Project Update
Mndot is preparing the Biological Assessment on the Northern Long Eared Bat for the US Fish & Wildlife Service.

Met with both Cities to go over some prelim design options.

Have proposals for right of way acquisition services. Reviewing and scoring them presently and hope to have a contract for Board consideration at the March 20 meeting.

Working with Mndot and MMB (Minnesota Management & Budget) to finalize project funding to demonstrate full funding so that we can have access to all funds.

Many engineering contracts for consideration:

- CSAH 10 Reconstruction
  - Braun construction testing
- CSAH 10 Phase 2
  - AET geotechnical engineering
  - SRF Consulting drainage modeling and design
  - WSB & Associates right of way services
- CSAH 19 Reconstruction
  - AET geotechnical engineering
- CSAH 16 Bridge Replacement
  - Braun construction testing
- CSAH 30 Reconditioning
  - AET geotechnical engineering

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **2**
Title of Item for Consideration: 2024 Transportation Improvement Plan	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works has finalized the 2024 T.I.P. Approval of the current year plan will memorialize and document this year's construction activities. The County Engineer is approval of the plans.

***Attachment(s)*:**

- Final 2024 T.I.P.

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Transportation Improvement Plans. The following motion is suggested:

"Move to approve the 2024 TIP at tonight's meeting."

Implications of Action: Approval will allow the Department to move forward with planning, design and construction.

Budget/Financial Implications: Projects will be funded from local, state and federal sources

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

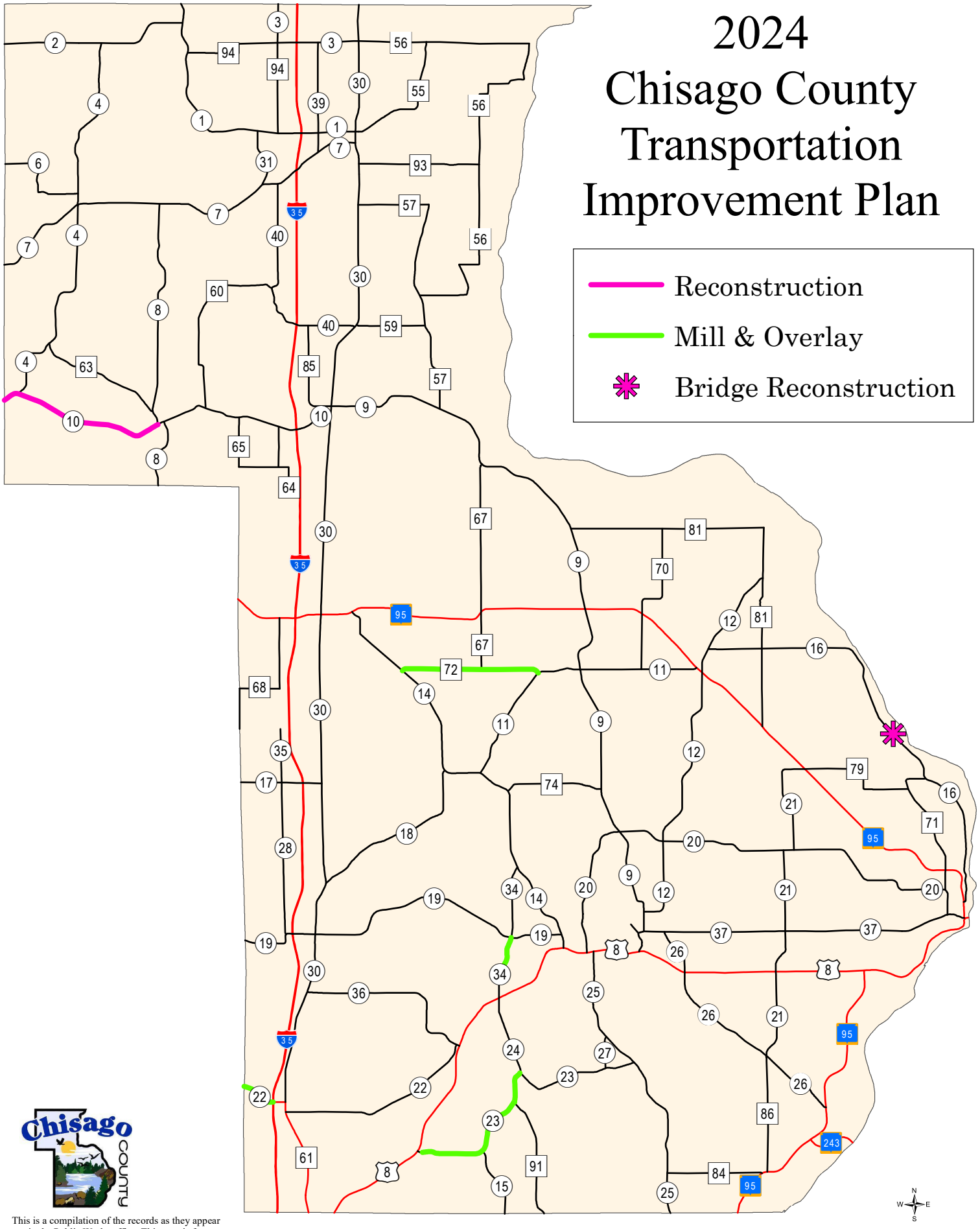
Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

					Estimated Cost & Funding Source					
	Highway No.	**Termini**	**Length (mi)**	**Project**	**Federal**	**State**	**State Aid**	**Local** (Levy & Sales Tax)	**Total**	**Comments**
2024	10	CSAH 8 North to County Line	4.2	Reconstruction	$3,100,000		$2,540,000	$2,060,000	**$7,700,000**	$2.75M STBGP; $334K PROTECT
	16	Bridge Replacement		Bridge				$350,000	**$350,000**	
	10	CSAH 8 North to County Line		Tree Clearing				$105,000	**$105,000**	
	34	HIR section south of CSAH 19	0.9	Mill & Overlay				$205,000	**$205,000**	
	22	I-35 to Anoka Co. Line	0.85	Mill & Overlay				$225,000	**$225,000**	Pavement Repair Fund
	23	Pioneer Rd to CSAH 23	3.3	Mill & Overlay				$1,200,000	**$1,200,000**	
	72	CSAH 30 to CSAH 11	3.4	Mill & Overlay				$780,000	**$780,000**	
			12.65	**TOTAL**	**$3,100,000**	**$0**	**$2,540,000**	**$4,925,000**	**$10,565,000**	$3.7M in LOST; $1.5M in Levy
				PERCENTAGE OF TOTAL	**29%**	**0%**	**24%**	**47%**		

2024 Chisago County Transportation Improvement Plan



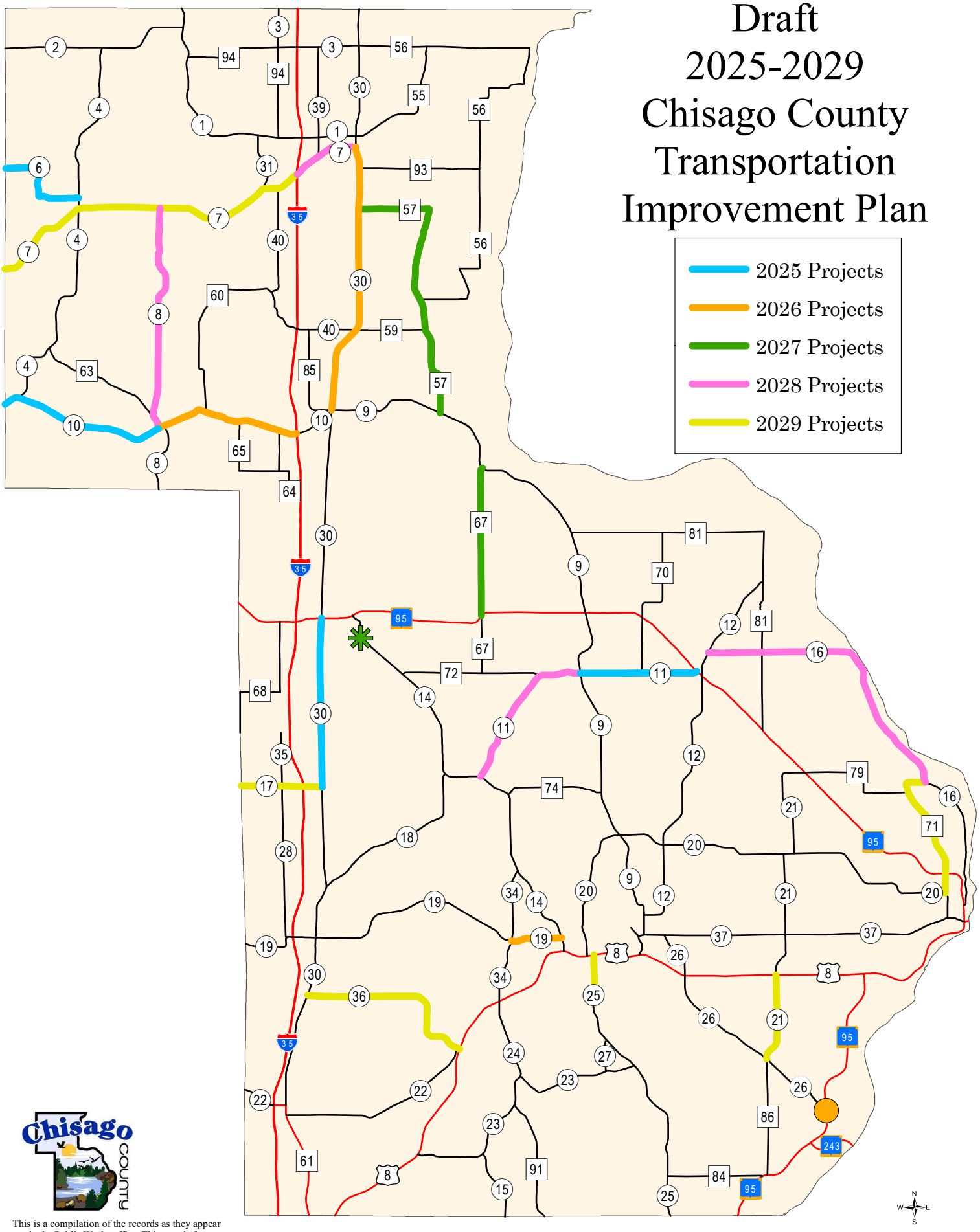
					Estimated Cost & Funding Source					
2025	**Highway No.**	**Termini**	**Length (mi)**	**Project**	**Federal**	**State**	**State Aid**	**Local (Levy & Sales Tax)**	**Total**	**Comments**
	30	CSAH 17 to TH 95	4.2	Reconstruction			$6,300,000	$300,000	**$6,600,000**	
	10	CSAH 8 North to County Line	4.2	Reconstruction				$3,200,000	**$3,200,000**	Finish up 2024 Construction
	11	CSAH 9 to TH 95	2.9	Reconditioning				$1,500,000	**$1,500,000**	
	6	Isanti Co. Line to CSAH 4	2.5	Pave				$1,200,000	**$1,200,000**	
			13.8	**TOTAL**	**$0**	**$0**	**$6,300,000**	**$6,200,000**	**$12,500,000**	$3.8M in LOST; $2.4M in Levy
				PERCENTAGE OF TOTAL	**0%**	**0%**	**50%**	**50%**		
					Estimated Cost & Funding Source					
2026	**Highway No.**	**Termini**	**Length (mi)**	**Project**	**Federal**	**State**	**State Aid**	**Local (Levy & Sales Tax)**	**Total**	**Comments**
	10	I-35 to CSAH 8 North	3.7	Tree Clearing				$100,000	**$100,000**	
	10	I-35 to CSAH 8 North	3.7	Reconstruction			$5,300,000	$2,000,000	**$7,300,000**	
	19	CSAH 34 to CSAH 14	1.25	Reconstruction & RAB	$1,000,000		$3,000,000	$2,500,000	**$6,500,000**	$1M HSIP; AC $3M State Aid from 2027
	26	TH 95 intersection realignment		Reconstruction				$900,000	**$900,000**	MnDOT Lead Project
	30	CSAH 9 to CSAH 7	6.8	Reconditioning	$2,800,000		$2,000,000	$800,000	**$5,600,000**	AC $2M State Aid from 2027
			11.75	**TOTAL**	**$3,800,000**	**$0**	**$10,300,000**	**$6,300,000**	**$20,400,000**	$3.9M in LOST; $2.4M in Levy
				PERCENTAGE OF TOTAL	**19%**	**0%**	**50%**	**31%**		
					Estimated Cost & Funding Source					
2027	**Highway No.**	**Termini**	**Length (mi)**	**Project**	**Federal**	**State**	**State Aid**	**Local (Levy & Sales Tax)**	**Total**	**Comments**
	14	Lincoln/Hemmingway Intersection		Roundabout	$1,000,000			$1,400,000	**$2,400,000**	$1M HSIP & N.B. Participation
	57	CSAH 9 to CSAH 30	7.1	Reconditioning				$3,200,000	**$3,200,000**	
	67	TH 95 to CSAH 9	3.7	Reconditioning				$1,700,000	**$1,700,000**	
	I-35/19	Interchange & CSAH 19	0.75	Reconstruction		$30,000,000			**$30,000,000**	Need State/Federal Funding
			11.55	**TOTAL**	**$1,000,000**	**$30,000,000**	**$0**	**$6,300,000**	**$37,300,000**	$3.9M in LOST; $2.4M in Levy
				PERCENTAGE OF TOTAL	**3%**	**80%**	**0%**	**17%**		

					Estimated Cost & Funding Source					
	Highway No.	**Termini**	**Length (mi)**	**Project**	**Federal**	**State**	**State Aid**	**Local (Levy & Sales Tax)**	**Total**	**Comments**
2028	7	I-35 to CSAH 30	1.9	Reconstruction			$5,100,000	$100,000	**$5,200,000**	
	16	CSAH 12 to CR 71	7.4	Reconditioning				$3,400,000	**$3,400,000**	
	8	CSAH 10 to CSAH 7	5.7	Reconditioning	$2,800,000			$800,000	**$3,600,000**	$2.8M STBGP
	11	CSAH 9 to CSAH 14	4	Reconditioning				$2,000,000	**$2,000,000**	
			19	**TOTAL**	**$2,800,000**	**$0**	**$5,100,000**	**$6,300,000**	**$14,200,000**	$3.9M in LOST; $2.4M in Levy
				PERCENTAGE OF TOTAL	**20%**	**0%**	**36%**	**44%**		

					Estimated Cost & Funding Source					
	Highway No.	**Termini**	**Length (mi)**	**Project**	**Federal**	**State**	**State Aid**	**Local (Levy & Sales Tax)**	**Total**	**Comments**
2029	25	TH 8 to 295th St	1	Reconstruction			$3,200,000		**$3,200,000**	
	21	CSAH 26 to TH 8	2.2	Reconditioning				$1,300,000	**$1,300,000**	
	36	CSAH 22 to CSAH 30	4.5	Reconditioning			$1,900,000	$1,400,000	**$3,300,000**	
	71	CSAH 16 to CSAH 20	3.6	Mill & Overlay				$900,000	**$900,000**	
	17	Isanti Co. Line to CSAH 30	2	Mill & Overlay				$700,000	**$700,000**	
	7	Isanti Co. Line to I-35	8.1	Mill & Overlay				$2,100,000	**$2,100,000**	
			21.4	**TOTAL**	**$0**	**$0**	**$5,100,000**	**$6,400,000**	**$11,500,000**	$4.0M in LOST; $2.4M in Levy
				PERCENTAGE OF TOTAL	**0%**	**0%**	**36%**	**45%**		

	2025 - 2029 Program Totals									
					Federal	**State**	**State Aid**	**Local (Levy & Sales Tax)**	**Total**	
		TOTAL MILEAGE	**#REF!**	**TOTAL**	**$ 7,600,000**	**$ 30,000,000**	**$ 26,800,000**	**$ 31,500,000**	**$ 95,900,000**	
				PERCENTAGE OF TOTAL	**7.9%**	**31.3%**	**27.9%**	**32.8%**	**100%**	

Draft 2025-2029 Chisago County Transportation Improvement Plan



This is a compilation of the records as they appear in the Public Works office. This map is for reference purposes only.

Created: February 12, 2024

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **3**
Title of Item for Consideration: Right of Way Acquisition Services Contract	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works requires assistance to acquire the easements and right of way needed to deliver the CSAH 10 Phase 2 Reconstruction Project in the Transportation Improvement Plan. The County has enlisted WSB, who has extensive experience in these sorts of projects and our County.

***Attachment(s)*:**

- Professional Services Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement for Right of Way Acquisition Services Contract with WSB. The following motion is suggested:

"Move to approve the agreement for Right of Way Acquisition Services Contract with WSB."

Implications of Action: Approval will allow the County to acquire easements and right of way for project delivery.

Budget/Financial Implications: Funding will come out of 03-320-6273 account

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

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

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

WHEREAS, County is in need professional right of way services for the acquisition of properties for the reconstruction of CSAH 10.

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This Contract shall be effective on February 22, 2024 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until February 28, 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 this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT TERMS AND CONDITIONS AND RESPONSIBILITIES**. The terms and conditions of this contract shall consist of the provisions of this Contract and those provisions set forth in **Attachment A**. To the extent that provisions of **Attachment A** may be inconsistent or conflict with those contained in this Contract shall prevail.

A. CONTRACTOR's Duties. CONTRACTOR shall perform those tasks described in the Contract and **Attachment A**.

B. County's Duties. County shall perform those responsibilities required of the County as set forth in the Contract and **Attachment A.**

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

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Three Hundred Thirty-Four Thousand Eighty-seven and No/100 Dollars (**$334,087.00**) pursuant to **Attachment A**.

B. Terms of Payment. CONTRACTOR will invoice the County for services provided at the hourly rate for each employee. Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR

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

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

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

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

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

Name:	Lisa Beckman, Senior Right of Way Specialist
Company:	WSB
Address:	701 Xenia Avenue S., Suite 300, Minneapolis, MN 55416
Telephone:	(612) 247-5618
E-Mail:	LBeckman@wsbeng.com

V. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VI. **ASSIGNMENT AND ASSUMPTION**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. In the event of assignment, CONTRACTOR shall remain responsible for the performance of all tasks until released through an assumption agreement executed by the County, the CONTRACTOR and CONTRACTOR's assignee.

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

VIII. **INSURANCE**.

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

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

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

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

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

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

X. **MINNESOTA STATUTE §181.59**.

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

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

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

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

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

A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use

or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

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

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

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

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

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

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

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

XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment will be reduced to an assignment agreement between the County, the CONTRACTOR and assignee in which the assignee agrees to be bound by this Contract and the provisions set forth in **Attachment A.** In the event that the County agrees to Contractor's subcontracting of its performance obligations of the Contract, CONTRACTOR will remain responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425, notwithstanding any term and condition of respective subcontract

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

(Signatures found on page 7)

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

APPROVED:

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

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

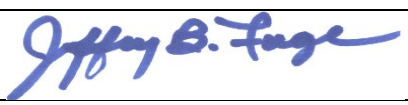
AUTHORIZED AND APPROVED:

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

CERTIFIED:

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

REVIEWED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: February 13, 2024

January 9, 2024

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

VIA EMAIL: ben.hobert@chisagocountymn.gov

Re: Chisago County – CSAH 10 Reconstruction Project Phase 2 – R/W Proposal

Dear Mr. Hobert:

WSB is pleased to submit this proposal for the acquisition services required on the CASH 10 Reconstruction Phase 2. Lisa Beckman will lead the team, Don Tollefson and Connor Puff will perform acquisition services. Faye Gillespie will assist with document preparation and QA/QC.

We will provide the following scope of services:

Project Management:

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

Pre-Acquisition:

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

Valuation Services:

Valuations will be performed by subconsultant Julie Kalahar & Thomas Ruhland. The appraisers have made assumptions based on the type of report that will be needed for each parcel based on the current layout, it is possible that these report types may change once we have final limits. If that is the case and a higher fee appraisal is needed, we will advise if the budget needs to be adjusted. Please refer to the attached bid document. WSB will do an internal review verifying the factual information in the reports.

Acquisition Services:

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

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

Please refer to the attached for individual project fee spreadsheet for details. The total fee for the project is $334,087.00.

Sincerely,

WSB

Lisa Beckman
Sr. Right of Way Specialist

Chisago County
CSAH 10 Reconstruction Phase 2
Right of Way Services
January 9, 2024

	Task Description	Project Manager Lisa Beckman	R/W Agent Don Tollefson	R/W Agent Connor Puff	R/W Assistance Faye Gillespie	TOTAL HOURS	Costs
1	**Project Management**	**140**	**8**	**8**	**24**	**180**	**$39,612**
1.1	General Project Management, Status Update Reports						
1.2	Review title work obtained from Capitol Lien						
2	**Pre-Acquisition Services**	**40**	**130**	**130**	**20**	**320**	**$51,840**
2.1	Early Notification Letters						
2.2	Field Title Reports						
3	**Valuation Services**	**20**	**20**	**20**	**20**	**80**	**$14,100**
3.1	Coordinate valuation services						
3.2	Review factual information on all apraisals						
3	**Acquisition Services**	**60**	**275**	**275**	**30**	**640**	**$101,760**
3.1	Prepare offer documentation						
3.2	Negtiations, Administrative Settlements, Obtain Easements, Mortgage Consents, if LTV is over 80%						
Total Hours - WSB Staff		**260**	**433**	**433**	**94**	**1220**	
Hourly Fees (includes overhead and profit)		$237	$161	$139	$168		
		$61,620	$69,713	$60,187	$15,792		
Sub-Total: WSB Right of Way Labor							**$207,312**
Expenses:							
Mileage, certified mailings, misc							**$2,500**
Sub-Consultant:							
Ownership & Encumbrance Reports - Capitol Lien - $375 / parcel x 47 + $50/parcel x 15							$18,375
Appraisals by Julie Kalahar & Tom Ruhland, see attached assumptions, comments and individual fees associated for each parcel							$105,900
Sub-Total: Sub-Consultant Services							**$124,275**
Total Right of Way Services							**$334,087**

ASSUMPTIONS:

1. We have assumed 62 parcels are affected (47 permanent/TCE/Fee and 15 TCE only). We have made assumptions that some of these tax parcels can be combined for acquisition and valuation.
2. We have assumed no relocation tasks.
3. Valuation report types are preliminary and may change perimeters dependent on final acquisition limits being completed. Note that WSB has review hours, we will verify factual information. Based on the local funding source we are not obtaining a review from an independent review appraiser.
4. Estimate includes four trips to the project – one to conduct field title meetings and the remainder to present the offers and negotiate. The balance of the work will be conducted by mail, phone or e-mail.
5. We have assumed the County will record the conveyances.
6. Right of Way negotiations will continue until the title and possession date. Any services requested beyond that date would be billed at our standard hourly rates shown above.
7. Eminent Domain services include providing documentation to the County. If additional services are needed, the contract would be amended to include those services.

WSB Labor is 20 hours per parcel, or $3,344 per parcel

Par.#	PID	Property Owner	Type of Appraisal	Appraisal Fee	Comments
1	03.00434.00	Robert E. & Rachel M. Blaisdell	MDV	$1,600	Commercial Property
2	03.00402.00	Suzanne Snow	FULL	$4,500	Full Before and After - Proximity
3	03.00421.00	Chris Johnson	MDV	$1,600	Commercial Property
4	03.00420.00	Luxe Properties LLC	MDV	$1,600	Commercial Property
5	03.00386.00	David R. Kotrba & Ruth A. Dauffenbach-Kotrba Trust	MDV	$1,600	Commercial Property
6	03.00389.00	Jace A. Peipgras	FULL	$4,500	Full Before and After - Proximity
7	03.00396.00	Michelle R. & Donald G. Fryc	FULL	$4,500	
8	03.00397.00				Full Before and After - Proximity
9	03.00379.00	Thomas & Anne Lofboom Trust	MDV	$1,600	Commercial Property
10	03.00382.00	Fish Lake Lutheran Church	MDV	$1,600	Commercial Property
11	03.00390.00	Judith Ann Connolly	MDV	$1,600	Commercial Property
12	03.00398.00	Willard & Marion Johnson	MDV	$1,400	Residential - Possible Full Appraisal with damages if made unbuildable
13	03.00366.00	Richard E. & Debra R & R. E. & D. R. Lofboom Rev. Trust	MDV	$1,600	Commercial Property
14	03.00379.10	Robert L. & Mary L. Everett Briscoe	MDV	$1,400	
15	03.00379.20	Hilding A. Vilen	UNC	$2,800	Extensive Landscaping
16	03.00366.20	Thomas & Anne Lofboom Trust	FULL	$4,500	Full Before and After - Proximity
17	03.00376.00	John R. & Sheila A. Courts	FULL	$4,500	Full Before and After - Proximity
18	03.00366.10	Eric S. Lofboom	UNC	$2,800	Screening - Proximity
19	03.00375.00	Jeffrey H. Grossman	FULL	$4,500	Full Before and After - Proximity
20	03.00372.00	Steven Charles Thorp	MDV	$1,400	
21	03.00377.00	John J. & Cynthia L. Denesen	MDV	$1,400	
22	03.00378.00	Edward John Dally	MDV	$1,400	
23	03.00310.00	Krista & Deanna Naber	MDV	$1,400	
24	03.00311.00	Joe Hughes	MDV	$1,400	
25	03.00374.00				
26	03.00332.00	Douglas G. & Suzanne E. Rogers	MDV	$1,400	
27	03.00335.00	Gerald & Melba Schmieg Trust	MDV	$1,400	
28	03.00330.00				
29	03.00331.00	Tammy J. Charbonneau-Hooper	MDV	$1,400	
30	03.00341.00				
31	03.00336.00	Maria Hoffdahl	FULL	$4,500	Full Before and After - Proximity
32	03.00337.00	Cynthia K. & Floyd E. Petty	MDV	$1,400	
33	03.00338.00	Richard Schnetzler	MDV	$1,400	
34	03.00340.00	Carol J. Gilquist	MDV	$1,400	
35	03.00339.00	Nancy L. Jamieson Revocable Trust	MDV	$1,400	
36	03.00345.11	MaryBeth Gestson	MDV	$1,400	
37	03.00345.12	Kelly Paul Gestson	MDV	$1,400	
38	03.00345.00	Clarke B. & Mary J. Street	MDV	$1,400	
39	03.00342.00	Kal & Nancy E. Sanders	MDV	$1,400	

40	03.01337.00	Delores L. Steiner	MDV	$1,400	
41	03.01338.00	Success Homes Properties LLC	MDV	$1,400	
42	03.01339.00				
43	03.01340.00	John F. & Karen M. Nelson	MDV	$1,400	
44	03.00346.00	Ryan Street	MDV	$1,400	
45	03.00344.00	Wayne M. & Nancy S. Zentgraf	MDV	$1,400	
46	03.00343.20	Sabrina Lynn & Justin E. Buehring	MDV	$1,400	
47	03.00348.00	Gregory G. & Justine L. Linder	MDV	$1,400	
49		Subtotal		$84,900	
51		15 T.E. Appraisals @ $1,400 Each		$21,000	
52		Total		$105,900	

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **4**
Title of Item for Consideration: AET Subsurface Testing Services Contract for CSAH 10 Reconstruction Phase 2	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works requires the assistance American Engineering Testing, Inc., for subsurface work (corings, borings, GPR, etc) for our upcoming project on CSAH 10 – Phase 2. The County has enlisted American Engineering Testing (AET), who has extensive experience in these sorts of projects and in our County.

***Attachment(s)*:**

- Professional Services Agreements

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement for AET Subsurface Testing Services Contract for CSAH 10 Reconstruction Phase 2. The following motion is suggested:

"Move to approve the agreement for AET Subsurface Testing Services Contract for CSAH 10 Reconstruction Phase 2."

Implications of Action: Will allow Public Works to work with AET to perform required subsurface work in order to design the CSAH 10 Phase 2 Project.

Budget/Financial Implications: Funding will come out of 03-320-6273 account

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

Administrator's Recommendation

Approve C EB	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., an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of geotechnical exploration services for the CSAH 10 Improvement Project, Phase 2; and,

WHEREAS, the CONTRACTOR has provided the County with a proposal for geotechnical exploration services in which it represented that it is qualified, duly licensed and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on February 22, 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 this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS.** The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Contract and the Proposal for Geotechnical Exploration, dated January 8, 2024 (AET Proposal No. P-0029284), which is attached hereto and incorporated herein as **Attachment A.** To the extent that the terms and conditions of the Profession & Technical Services Contract conflict with the terms set forth in **Attachment A**, the terms and conditions of the Professional & Technical Services Contract shall prevail.

III. **CONTRACTOR'S DUTIES**. The CONTRACTOR shall perform those duties and deliver those services described in **Attachment A**.

IV. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Sixty-Nine Thousand Two and No/100 Dollars ($69,002.00) as provided in **Attachment A.** Said contract sum shall be allocated across those projects and paid in such allocated sums as identified in **Attachment A.**

B. Terms of Payment.

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

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

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

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

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

Name:	Thomas Evans, Principal Engineer, Senior Engineer
Company:	American Engineering Testing, Inc
Address:	550 Cleveland Avenue North, Saint Paul, MN 55114
Telephone:	(701) 690-9732
E-Mail:	tevans@teamAET.com
Fax:	(651) 659-1379

VI. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However,

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

VII. **ASSIGNMENT AND SUBCONTRACTING**.

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Agreement. XVII. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

IX. **INSURANCE**.

A. CONTRACTOR will maintain in force and effect the insurance coverages, both as to types of coverage and minimum limits, as specified in CONTRACTOR's proposal.

B. CONTRACTOR shall name the County as an additional insured on its insurance policies and at the time of signing this Agreement CONTRACTOR shall provide the County with a certificate of insurance as evidence of such kinds and amounts of coverages.

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

XI. **MINNESOTA STATUTE §181.59**.

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

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

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

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

XIII.

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

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

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

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

obligations under this contract without the prior written consent of County's authorized representative.

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

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

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

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

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

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

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

(Signatures of the parties are found on the next page.)

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

APPROVED:

1. CONTRACTOR - American Engineering Testing, Inc.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER CHISAGO COUNTY ATTORNEY
By: Jeffrey B. Fuge
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: February 13, 2024

January 3, 2024

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

Attn: Ben Hobert
Ben.hobert@chisagocountymn.gov

Re: Proposal for Geotechnical and Pavement Exploration
CSAH 19 Improvements
CR 77 to CSAH 14
Chisago County, Minnesota
AET Proposal No. P-0029286

Dear Mr. Hobert:

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

1.0 PROJECT INFORMATION

We understand Chisago County is proposing the reconstruction of County State Aid Highway (CSAH) 19 (Stacy Trail) from Lofton Avenue (CR 77) to Lincoln Road (CSAH 14) on the north side of Chisago City and Lindstrom, Minnesota. The intersection with Lofton Ave will be reconstructed as a 4-leg roundabout. The project also includes the construction of a pedestrian trail on the north side of the roadway.

CSAH 19 is a 2-lane bituminous road, and it will be reconstructed as a 3-lane bituminous road with a center left turn lane. Therefore, we assume widening on the order of about 6 feet will be needed on both sides of the road. Cross-sections within the widening areas are not yet available; however, we assume fill depths of up to 7 feet could occur.

We also understand two infiltration ponds are planned. The depths and locations of these structures have not been provided.

2.0 SCOPE OF SERVICES

Based on your email request and our subsequent discussion, our proposed scope will include ground penetrating radar (GPR) throughout the drive lanes and shoulders, pavement cores and borings within the existing paved lanes, and standard penetration test borings within the widening areas.

2.1 Ground Penetrating Radar (GPR) Survey

We will perform a GPR survey of both drive lanes and paved shoulders/turn lanes, for a total of approximately 6.5 lane-miles. The data will be collected at a rate of 4 scans per foot (3-inch intervals), using a 2 GHz antenna and GSSI Roadscan equipment, which allows material layer measurements at depths of up to 18 inches. The GPR data collection system is linked to GPS coordinates.

We plan to use a shadow vehicle to perform the GPR testing within the shoulders and turn lanes.

2.2 Pavement Cores and Soil Borings

Based on a preliminary review of the GPR data, we will select on-road pavement core and soil boring locations. The off-road boring locations will be selected based on the preliminary layout provided. The coring and drilling fieldwork will include the following:

- Mark pavement core and soil boring locations in the field.
- Arrange clearance of underground public utilities through the Gopher State One Call system.
- Provide for traffic control operations in accordance with the Minnesota Temporary Traffic Control Field Manual 2018.
- Perform 20 standard penetration test (SPT) borings in the off-road widening areas as follows:
    - 8 SPT borings to depths of 6 feet, and
    - 12 SPT borings to depths of 14.5 feet.
- Obtain 10 pavement cores through the paved areas, with drilling as follows:
    - 4 SPT borings to depths of 14.5 feet at the shoulder core locations, and
    - 6 flight auger (FA) borings to depths of 2 feet at the drive lane core locations.
- Perform 2 SPT borings to depths of 20 feet within the proposed infiltration ponds.
- Backfill the boreholes and patch the pavement surface with bituminous cold mix.
- Document the boring and core locations by using GPS equipment with submeter accuracy.

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

Traffic control operations will be provided in accordance with the Minnesota Temporary Traffic Control Field Manual 2018. The 2017 AADT for this roadway segment is 2,350. For all borings performed in the drive lanes, we plan to use Layout 16, which includes the use of two flaggers, as well as signs and cones. For the borings and cores in the paved shoulders, we will use Layout 8, which includes signs and cones. No traffic control is planned for borings performed off the pavement.

We will drill the SPT borings using hollow stem augers or by rotary mud drilling, with sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, “blows per foot”), preliminary soil classification, and observed groundwater levels. We will collect samples at 2.5-foot intervals to the termination depths. Infiltration pond borings will be sampled continuously at 2-foot intervals the full boring depth.

Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We assume the on-road and off-road boring locations are accessible to our truck-mounted and ATV drill rigs, respectively.

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

2.3 Monitoring Well Installation and Sealing

One monitoring well (standpipe piezometer) will be installed at each of the SPT infiltration pond boring locations, for a total of 2 monitoring wells. The screen bottoms will be set near the pond boring termination depths of 20 feet. The well screen will be 5 to 10 feet long, depending on the proposed pond depth, and consist of No. 10 slot screen. The sand pack around the screen will be Red Flint Sand and Gravel or equivalent material. The riser pipes will be 2-inch diameter PVC.

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

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

2.4 Laboratory Logging & Testing

Each of the recovered samples will be returned to our lab for visual/manual classification of the soils according to the Unified Soils Classification and AASHTO Soil Classification Systems.

Our services will include laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have estimated to perform moisture content tests on all fine-grained soils, as well as material finer than the No. 200 sieve, sieve analysis tests, and organic content tests on selected samples. We will also perform up to 2 Standard Proctor and R-value tests.

2.5 Report

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

- Descriptions of GPR, drilling, sampling, testing, and classification methods.
- Figures illustrating the final sampled locations.
- Analysis of the GPR data for bituminous and possible aggregate base thicknesses, using the data obtained by the pavement cores to calibrate layer thicknesses.
- GPR summaries and plots of pavement thickness and aggregate base thickness.
- Subsurface boring logs, including thickness of the encountered pavement, aggregate base, and/or topsoil; USCS and AASHTO soil types; measured water levels; and laboratory test results.
- An outline of our understanding of the proposed construction.
- Grading procedures to construct the new widened embankments, including soil correction excavations, fill types, and compaction levels.
- Design and construction of the widening areas, including subgrade preparation or improvement, soil correction, sand subbase, and drainage.
- Recommended subgrade R-value for pavement design based on the grading and subgrade preparation recommendations as well as the laboratory testing performed.
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations.

3.0 SCHEDULE

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

4.0 FEES

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

1. Layout and Utility Clearance		$ 2,145
2. Geotechnical Field Services and Well Installation		$21,462
3. Ground Penetrating Radar		$ 4,665
4. Monitoring Well Sealing		$ 2,899
5. Traffic Control		$ 3,150
6. Laboratory Testing		$ 3,604
7. Project Management and Reporting		$ 7,490
	Total	**$45,415**

If organics are encountered at the planned termination depths of the SPT soil borings, the borings will extend at least 5 feet into the underlying material.

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

5.0 UNDERGROUND UTILITIES

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

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

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

6.0 MINNESOTA DEPARTMENT OF HEALTH FEES

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

- For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion, and the MDH requires that a Sealing Record be submitted to the MDH, with a copy to you and the Property Owner, after the borings are completed.
- For borings extended to a depth of 25 feet or deeper, all licensed drilling companies must submit written notification to the MDH prior to drilling, along with a fee of $75.

The above fee estimate for our geotechnical services includes MDH fees for up to 2 monitoring wells. It does not include MDH boring notification fees, as none of the borings are proposed to be 25 feet or deeper. However, if the final boring depths extend to 25 feet or more, due to possible deep poor soil conditions, the final MDH fees (including an administrative charge of $65 per notification) will be added to our final invoice to you.

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

7.0 ENVIRONMENTAL CONCERNS

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

8.0 TERMS AND CONDITIONS

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

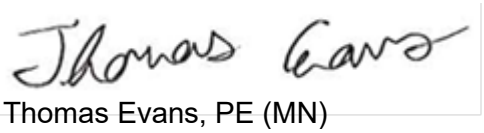
9.0 ACCEPTANCE

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

your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

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

Sincerely,
American Engineering Testing, Inc.



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



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

Attachments:

Geotechnical & Pavement Exploration Fee Estimate
2023 Fee Schedule
2023 Environmental/Geotechnical Service Agreement

Authorized Client Representative:

Signature:	
Printed Name:	Ben Hobert
Company:	Chisago County Public Works
PO No./Project No.:	
Invoice email:	Ben.Hobert@chisagocountymn.gov
Date:	01/09/2024

GEOTECHNICAL & PAVEMENT EXPLORATION FEE ESTIMATE
CSAH 19 IMPROVEMENTS
CR 77 TO CSAH 14
CHISAGO COUNTY, MN
AET PROPOSAL No. P-0029286

AMERICAN ENGINEERING TESTING

SERVICE DESCRIPTION	PROJECT BUDGET			
	ESTIMATED UNITS		UNIT RATE	BUDGET AMOUNT
Layout & Utility Clearance				
Drilling Technician	11	hours	$120.00	$1,320.00
Auxiliary Vehicle Rental	11	hours	$35.00	$385.00
Auxiliary Vehicle Mileage	160	miles	$1.50	$240.00
GPS Equipment	1	days	$200.00	$200.00
			Section Subtotal:	**$2,145.00**
Geotechnical Field Services & Well Installation				
Drilling Technician	88	hours	$120.00	$10,560.00
Truck with Drill Rig Rental	12	hours	$110.00	$1,320.00
Rotary Drill on All-Terrain Vehicle Rental	32	hours	$144.00	$4,608.00
Coring Equipment - Hourly	12	hours	$60.00	$720.00
Auxiliary Vehicle Rental	32	hours	$35.00	$1,120.00
Truck with Drill Rig Mileage	160	miles	$1.80	$288.00
Tractor with Lowboy Trailer Mileage	160	miles	$2.35	$376.00
Auxiliary Vehicle Mileage	480	miles	$1.50	$720.00
MDH Well Construction Notification	2	each	$275.00	$550.00
2" Well Materials (includes pro-top)	2	each	$600.00	$1,200.00
			Section Subtotal:	**$21,462.00**
Ground Penetrating Radar				
Technician, Level II	8	hours	$110.00	$880.00
GPR Vehicle Rental	1	days	$850.00	$850.00
GPR Vehicle Mileage	100	miles	$1.50	$150.00
Geologist I	9	hours	$160.00	$1,440.00
Technician, Level II (Shadow Vehicle Driver)	8	hours	$110.00	$880.00
Auxiliary Vehicle Rental	9	hours	$35.00	$315.00
Auxiliary Vehicle Mileage	100	miles	$1.50	$150.00
			Section Subtotal:	**$4,665.00**
Monitoring Well Sealing				
Drilling Technician	12	hours	$120.00	$1,440.00
Auxiliary Vehicle Rental	6	hours	$35.00	$210.00
Rotary Drill on All-Terrain Vehicle Rental	6	hours	$144.00	$864.00
Auxiliary Vehicle Mileage	100	miles	$1.50	$150.00
Tractor/Lowboy Trailer Mileage	100	miles	$2.35	$235.00
			Section Subtotal:	**$2,899.00**
Traffic Control				
Traffic Control Signs Rental	1	days	$150.00	$150.00
Subcontractor	1	days	$3,000.00	$3,000.00
			Section Subtotal:	**$3,150.00**
Laboratory				
Classification	10	hours	$130.00	$1,300.00
ASTM D6913 Sieve Analysis of Soils	3	tests	$127.00	$381.00
ASTM D1140 Material Finer than No. 200 Sieve in Soils	3	tests	$61.00	$183.00
ASTM D2974 Moisture, Ash, and Organic Material of Peat & Organic Soils	5	tests	$90.00	$450.00
ASTM D2884 R-value of Compacted Soils by Hveem Stabilometer	2	tests	$470.00	$940.00
ASTM D698 Standard Proctor	2	tests	$175.00	$350.00
			Section Subtotal:	**$3,604.00**
Project Management & Reporting				
Project Administrator	8	hours	$80.00	$640.00
Engineer I	10	hours	$160.00	$1,600.00
Senior Engineer	25	hours	$210.00	$5,250.00
			Section Subtotal:	**$7,490.00**
			ESTIMATED BUDGET	**$45,415.00**

I. Personnel Hourly Rates

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

II. Vehicle Mileage

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

III. Equipment Rental

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

IV. Laboratory Tests of Soil

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

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

V. Expenses

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

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

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

SECTION 1 - RESPONSIBILITIES

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

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

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

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

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

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

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

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

SECTION 2 - SITE ACCESS AND RESTORATION

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

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

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

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

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

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

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

SECTION 4 - CONTAMINATION

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

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

SECTION 5 - SAFETY

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

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

SECTION 6 – SAMPLES

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

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

SECTION 7 - PROJECT RECORDS

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

SECTION 8 - STANDARD OF CARE

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

SECTION 9 - INSURANCE

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

9.1 –

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

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

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

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

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

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

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

SECTION 10 - DELAYS

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

SECTION 11 - PAYMENT, INTEREST, AND BREACH

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

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

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

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

SECTION 12 - CHANGE ORDERS

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

SECTION 13 - MEDIATION

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

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

SECTION 14 - LITIGATION REIMBURSEMENT

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

SECTION 15 - MUTUAL INDEMNIFICATION

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

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

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

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

SECTION 16 - NON-SOLICITATION

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

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

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

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

SECTION 18 - LIMITATION OF LIABILITY

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

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

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

SECTION 20 - TERMINATION

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

SECTION 21 - SEVERABILITY

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

SECTION 22 - GOVERNING LAW

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

SECTION 23 - ENTIRE AGREEMENT

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AMERICAN ENGINEERING TESTING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
550 CLEVELAND AVENUE NORTH

Requester's name and address (optional)

6 City, state, and ZIP code
ST. PAUL, MN 55114

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 1/1/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

February 21, 2024
Chisago County Board of Commissioners

AMERCON-12 KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386
HUB International Great Plains, LLC
245 E. Roselawn Avenue
Suite 31
Saint Paul, MN 55117-1940

CONTACT NAME: Ann Ross
PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560
E-MAIL ADDRESS: ann.ross@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	25623
INSURER B : The Travelers Indemnity Company of America	25666
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Charter Oak Fire Insurance Company	25615
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
AMERICAN CONSULTING SERVICES INC
AMERICAN ENGINEERING TESTING INC
AMERICAN PETROGRAPHIC SERVICES INC
550 CLEVELAND AVE N
ST PAUL, MN 55114-1804

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			P630539K8896PHX24	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			8102L6457122443G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP3K2260092443	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB9H9151012443G	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2024	1/1/2025	EACH CLAIM	10,000,000
E	RETRO: 070287			ECH254066939	1/1/2024	1/1/2025	AGGREGATE	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER

ILLUSTRATION CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Craig McNulty

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Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **5**
Title of Item for Consideration: CSAH 10 Drainage Design Services Contract	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works requires assistance for drainage/pond design and hydraulic modeling for 2026 construction the CSAH 10 Phase 2 Reconstruction Project. The County has enlisted SRF Consulting, who has extensive experience in these sorts of projects and in our County.

***Attachment(s)*:**

- Professional Services Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement CSAH 10 Drainage Design Services Contract with SRF Consulting. The following motion is suggested:

"Move to approve the agreement for CSAH 10 Drainage Design Services Contract with SRF Consulting."

Implications of Action: Approval will allow the County to follow and meet testing requirements for our construction projects.

Budget/Financial Implications: Funding will come out of 03-320-6273 account

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL & TECHNICAL SERVICES AGREEMENT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and SRF Consulting Group, Inc., 3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55416-3791, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of professional drainage design assistance services to assist with the drainage design for the construction on CSAH 10 planned for 2026; and

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

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on February 14, 2024 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until June 30, 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 this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS.** The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Agreement and CONTRACTOR's proposal letter, entitled "Proposal for Professional Services for CSAH 10 Phase 2 Drainage Design, dated January 22, 2024 and the Scope of Services/Work Tasks and Person-Hour Estimates attachment of said proposal letter. The same is attached hereto and incorporated herein as **Attachment A.** The Standard Terms and Conditions that are made part of said proposal letter are replaced with and superseded by the terms and conditions contained in this Agreement. To the extent that the terms and conditions of the Profession & Technical Services Agreement conflict with the terms set forth in CONTRACTOR's proposal letter and Scope of Services/Work Tasks and Person-Hour Estimates of said proposal letter, the terms and conditions of this Agreement shall prevail.

III. **CONTRACTOR'S DUTIES**. The CONTRACTOR shall perform those duties and deliver those services described in **Attachment A**.

IV. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Sixty-Nine Thousand, One Hundred Seventy-Six and No/100 Dollars ($69,176.00) as provided in **Attachment A.** Said contract sum shall be allocated across those projects and paid in such allocated sums as identified in **Attachment A.**

B. Terms of Payment.

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

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

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

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

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

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

VI. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the

CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VII. **ASSIGNMENT AND SUBCONTRACTING**.

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Agreement. XVII. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

IX. **INSURANCE**.

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

B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

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

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

D. CONTRACTOR shall name the County as an additional insured on the above policies and at the time of signing this Agreement CONTRACTOR shall provide the County with a certificate of insurance as evidence of such kinds and amounts of coverages.

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

X. **MINNESOTA STATUTE §181.59**.

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

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

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

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released. CONTRACTOR shall retain any and all data and records related to the performance of this Agreement for a period of six years after completion of all obligations required of CONTRACTOR herein.

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

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

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

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

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing

MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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

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

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

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

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

(Signatures of the parties are found on the next page.)

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

APPROVED:

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

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

By:
Marlys Dunne, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER CHISAGO COUNTY ATTORNEY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: February 13, 2024

SRF No. 17492

January 22, 2024

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

Subject: Proposal for Professional Services for Chisago County CSAH 10 Phase 2 Drainage Design Assistance

Dear Ben Hobert:

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

Scope of Services

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

- Final Drainage Design Assistance for CSAH 10 Phase 2 (from 900 feet west of CSAH 8 to the west ramps of the interchange with I-35)

Assumptions

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

Schedule

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

Basis of Payment/Budget

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

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be $69,176, which includes both time and expenses.

Changes in Scope of Services

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

Standard Terms and Conditions

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

Acceptance/Notice to Proceed

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

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

Sincerely,

SRF CONSULTING GROUP, INC.

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

Robert J. Leba, PE (MN)
Engineer VII

JLN

Attachment A: Standard Terms and Conditions
Attachment B: Work Tasks and Person-Hour Estimates

Approved: Chisago County

_____
(signature)

Name Ben Hobert

Title Assistant County Engineer

Date 1/24/2024

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.

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

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

1. STANDARD OF CARE

   a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.

   b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

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

3. PAYMENT TO SRF

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

4. OPINION OF PROBABLE CONSTRUCTION COST

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

5. INSURANCE

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

6. INDEMNIFICATION AND ALLOCATION OF RISK

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

7. TERMINATION OF AGREEMENT

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

8. OWNERSHIP AND REUSE OF DOCUMENTS

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

9. FORCE MAJEURE

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

10. ASSIGNMENT

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

11. BINDING EFFECT

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

12. SEVERABILITY AND WAIVER OF PROVISIONS

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

13. SURVIVAL

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

14. DISPUTE RESOLUTION

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

15. CONTROLLING LAW

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

16. SITE SAFETY

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

17. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS.

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

SRF Consulting Group, Inc.

Client: Chisago County

Project: Chisago County CSAH 10 Phase 2 Drainage Design Assistance

Attachment B:
Work Tasks and Person-Hour Estimates

Subconsultants:

17492.PP

TASK NO.	SUMMARY OF TASKS
1.0	Final Drainage Design Assistance for CSAH 10 Phase 2 (from 900 feet west of CSAH 8 to the west ramps of the interchange with I-35)

Project Overview:

Provide final drainage design assistance to Chisago County staff for Phase 2 of the CSAH 10 reconstruction (from 900 feet west of CSAH 8 to the west ramps of the interchange with I-35). Roadway design will be performed by Chisago County staff. SRF will provide drainage design data to County Staff for incorporation into the plans and contract documents. Construction is planned for 2026.

SRF Consulting Group, Inc.
Client: Chisago County
Project: Chisago County CSAH 10 Phase 2 Drainage Design Assistance
Subconsultants:

Attachment B:
Work Tasks and Person-Hour Estimates

17492.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
	Assumptions: All meetings (coordination meetings with county staff and assistance with agency meetings) will be held virtually (travel not required). Chisago County will lead agency coordination (set up meetings, submit applications, etc.); SRF will provide technical assistance, assemble computations and figures, and attend meetings as needed The project is funded through State Aid and a Categorical Exclusion is assumed. Chisago County staff will complete the CatEx without additional input from SRF other than items specifically identified below. Roadways are generally rural other than approximately 1000' within the vicinity of Stark and approximately 6400' along the north shore of Fish Lake. CB spacing or spread analysis will not be provided other than the tasks specifically noted below. All roadways will be designed to County State Aid Standards The project is outside of any watershed districts or MS4 requirement areas. Stormwater treatment will be required per the NPDES Construction Stormwater Permit only (treat new impervious if > 1 ac of new impervious). The project is anticipated to disturb > 50 acres and drain to an impaired water, which will require a 30-day SWPPP review by the MPCA. Chisago County will coordinate needed geotechnical evaluation. SRF will provide input on needed data for stormwater BMPs. All CADD files will be in MicroStation format. Chisago County will prepare and sign all final plan sheets including SWPPP notes, tabulations, and pond grading plans. SRF will provide input as specifically noted below. Drainage report or memorandum will not be required (see Deliverables for items to be provided) Stormwater modeling will be completed using HydroCAD Stormwater modeling will not include the entire project areas (overall project rate control is not required). Modeling will include specific areas identified below under each project. Chisago County will coordinate all wetland permitting. Alternative analysis is not required. All projects will have a selected alignment and typical section prior to SRF beginning design work. QA/QC procedures will follow SRF's basic documentation. Culverts will be 48" or smaller and risk assessments will not be required unless specifically identified below. No box culverts or bridges (10' span or greater) will be included Chisago County will design entrance and driveway culverts; SRF will design centerline culverts, stormwater BMPs and other features as specifically noted below. Fish Lake and Goose Creek are both FEMA regulated floodplain. Compensatory storage will not be required for fill placed within the floodplain. No FEMA coordination will be needed. Local coordination will not be required other than items specifically identified below. No work will be performed in Public Waters or County Ditches other than items specifically identified below. No culverts will be replaced or extended on Public Waters. Work on Public Water channels will consist of lining and riprap work only.											

SRF Consulting Group, Inc.
Client: Chisago County
Project: Chisago County CSAH 10 Phase 2 Drainage Design Assistance
Subconsultants:

Attachment B:
Work Tasks and Person-Hour Estimates

17492.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
	An existing conditions model will be obtained from the MnDNR for the Goose Creek crossing. If this is not available, an HY-8 model of the crossing alone will suffice for analyzing a potential No-Rise condition. A No-Rise condition is assumed to be obtainable with pipe lining. Water quality computations will not be required or completed. Stormwater BMPs will be designed utilizing accepted methodology resulting in typical removal efficiencies as listed in the Minnesota Stormwater Manual, but specific water quality loading computations or modeling will not be required. Chisago County will work with landowners to assess and mitigate any impacts to agricultural draintile systems. Plan sheet modifications (if required during construction) and as-builts/record drawings will be performed by Chisago County Staff. SRF Deliverables: Drainage computations, including modeling output, culvert calculations, drainage area maps, etc. will be provided as needed for county records and coordination with agencies (MnDOT, MnDNR, MPCA, etc.) CADD files for insertion into plan sheets: proposed contours for basins, details for pond outlets, standard drainage details, etc. Design details for centerline culverts - size, material, length, elevation Earthwork computations for stormwater BMPs Information/data needed for completion of NPDES permit/SWPPP and Public Waters Work Permit (MPARS) Special provisions for stormwater BMP and other drainage specialty items included in SRF design. Client Deliverables: MicroStation Design Files including: survey, existing topography, contour data (sufficient for all drainage boundaries), utilities, proposed roadway (geometry, alignment, profiles, sections), right of way, etc. Geotechnical evaluation including stormwater BMP design information (soil type, infiltration rate, groundwater elevation), pipe bedding recommendations, roadway subdrain recommendations, etc. Any available existing hydraulic models Drainage concept including potential pond locations, ditch flow directions and culvert locations											

SRF Consulting Group, Inc.
Client: Chisago County
Project: Chisago County CSAH 10 Phase 2 Drainage Design Assistance
Subconsultants:

Attachment B:
Work Tasks and Person-Hour Estimates

17492.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	**Final Drainage Design Assistance for CSAH 10 Phase 2 (from 900 feet west of CSAH 8 to the west ramps of the interchange with I-35)**											
	Assumptions and Deliverables: See above											
1.1	Project Coordination and Administration (check in meetings with County staff assumes 2 staff, 5 meetings, and 1 hour per meeting; this task includes additional project coordination efforts)	2	10	-	10	-	4	-	-	-	26	$4,506.00
1.2	Attend virtual kickoff meeting for project with County Staff to identify preliminary BMP and centerline culvert locations. (Assumes 2 staff for 1 hour meeting, preparation and documentation)	-	2	-	4	-	-	-	-	-	6	$1,010.00
1.3	Analyze existing conditions. Determine drainage areas, times of concentration, runoff curve numbers and other needed parameters. Develop an existing conditions model for portions of the project as needed for culvert and BMP design. Includes 1 field walk with Chisago County staff (2 SRF staff).	2	10	-	20	-	60	-	-	-	92	$13,052.00
1.4	Determine pond or other BMP strategies to meet NPDES requirements and to reduce downstream impacts (up to 3 ponds). Evaluate potential pond/BMP locations, determine needed sizes and incorporate into proposed conditions model for BMPs. Determine preliminary grading/construction limits of the proposed BMPs.	-	6	-	12	-	36	-	-	-	54	$7,566.00
1.5	Assist Chisago County Staff in coordinating geotechnical investigation. Includes assembling requests for stormwater BMP borings and review of boring results for BMP design.	-	2	-	2	-	4	-	-	-	8	$1,216.00
1.6	Review storm sewer design (Low point design, spread analysis, and pipe design) and provide comment to prepare for State Aid drainage submittal (storm sewer design performed by Chisago County staff).	-	2	-	8	-	16	-	-	-	26	$3,622.00
1.7	Determine proposed centerline culvert sizes and verify cover requirements for up to 16 centerline culverts.	-	4	-	20	-	40	-	-	-	64	$8,848.00
1.8	Analyze culvert lining for Goose Creek. Prepare No-Rise certificate and necessary documentation and submit to the local floodplain administrator.	-	4	-	12	-	20	-	-	-	36	$5,136.00
1.9	Assist Chisago County staff in identifying mitigation strategies for work adjacent to Fish Lake, including evaluation of possible ideas from MnDNR for shoreline stabilization.	-	4	-	10	-	16	-	-	-	30	$4,334.00
1.10	Provide CADD files of pond grading, outlet structure details and other needed drainage details.	-	2	-	4	-	12	-	-	-	18	$2,522.00
1.11	Assist Chisago County staff in coordination with MnDNR for Fish Lake outlets and fill and culvert lining for Goose Creek.	2	8	-	4	-	4	-	-	-	18	$3,198.00
1.12	Prepare drainage-related special provisions as required.	-	2	-	6	-	-	-	-	-	8	$1,308.00
1.13	Provide permit and design data to Chisago County staff for documentation, plan preparation and permit submittals (NPDES/SWPPP, culvert and BMP design, stormwater models, drainage overview maps, etc.)	-	4	-	8	-	16	-	-	-	28	$4,036.00
1.14	Assist Chisago County staff with other requested drainage related tasks as needed (cross section review, cost estimates, right of way needs, etc.)	2	16	-	16	-	16	-	-	-	50	$8,154.00
	SUBTOTAL - TASK 1	**8**	**76**	**0**	**136**	**0**	**244**	**0**	**0**	**0**	**464**	**$68,508.00**

SRF Consulting Group, Inc.
Client: Chisago County
Project: Chisago County CSAH 10 Phase 2 Drainage Design Assistance
Subconsultants:

Attachment B:
Work Tasks and Person-Hour Estimates

17492.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
	TOTAL ESTIMATED PERSON-HOURS	**8**	**76**	**0**	**136**	**0**	**244**	**0**	**0**	**0**	**464**	
	AVERAGE HOURLY BILLING RATE	$221.00	$207.00	$176.00	$149.00	$134.00	$126.00	$126.00	$120.00	$117.00		
	ESTIMATED LABOR AND OVERHEAD	$1,768.00	$15,732.00	$0.00	$20,264.00	$0.00	$30,744.00	$0.00	$0.00	$0.00		$68,508.00
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											$668.00
											SUBTOTAL: (SRF Labor and Expenses)	$69,176.00
											SUBCONSULTANTS:	$0.00
	TOTAL ESTIMATED FEE (SRF and Subconsultants combined)											**$69,176.00**

SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	400	Miles @	$0.67	$268.00
MEALS:		0	Meals @	$11.00	$0.00
LODGING:	Hotel	0	Nights @	$100.00	$0.00
REPRODUCTION:	Copy Duplication	0	Copies @	$0.10	$0.00
	Color Copies	0	Copies @	$0.35	$0.00
	Bond Prints	0	Prints @	$6.00	$0.00
	Mylar Prints	0	Prints @	$12.00	$0.00
COURTHOUSE COPIES:		0	Copies @	$1.00	$0.00
NPDES PERMIT FEE:					$400.00
PRINTING:					$0.00
SUPPLIES:					$0.00
COMMUNICATIONS:	Mail, Express, Etc.				$0.00
	Cell Phone Charges	0	Minutes @	$0.30	$0.00
				SRF EXPENSES:	**$668.00**

SUBCONSULTANTS:

SUBCONSULTANT 1					$0.00
SUBCONSULTANT 2					$0.00
SUBCONSULTANT 3					$0.00
				SUBCONSULTANTS:	**$0.00**

SRF Consulting Group, Inc.
Client: Chisago County
Project: Chisago County CSAH 10 Phase 2 Drainage Design Assistance
Subconsultants:

Attachment B:
Work Tasks and Person-Hour Estimates

17492.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
SUMMARY OF COSTS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT		TOTALS
1	Final Drainage Design Assistance for CSAH 10 Phase 2 (from 900 feet west of CSAH 8 to the west ramps of the interchange with I-35)	$ 1,768.00	$ 15,732.00	$ -	$ 20,264.00	$ -	$ 30,744.00	$ -	$ -	$ -		$68,508.00
TOTALS		**$1,768.00**	**$15,732.00**	**$0.00**	**$20,264.00**	**$0.00**	**$30,744.00**	**$0.00**	**$0.00**	**$0.00**		**$68,508.00**

SUMMARY OF HOURS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT		TOTALS
1	Final Drainage Design Assistance for CSAH 10 Phase 2 (from 900 feet west of CSAH 8 to the west ramps of the interchange with I-35)	8	76	-	136	-	244	-	-	-		464
TOTALS		**8**	**76**	**0**	**136**	**0**	**244**	**0**	**0**	**0**		**464**

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **6**
Title of Item for Consideration: CSAH 10 Reconstruction Project Construction Testing Services Contract	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter:	

Background: Public Works requires assistance for construction testing services to comply with state and federal testing requirements to deliver the CSAH 10 Reconstruction Project. The County has enlisted Braun Intertec, who has extensive experience in these sorts of projects and in our County.

***Attachment(s)*:**

- Professional Services Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement for CSAH 10 Reconstruction Project Construction Testing Services Contract. The following motion is suggested:

"Move to approve the agreement for CSAH 10 Reconstruction Project Construction Testing Services Contract with Braun Intertec."

Implications of Action: Approval will allow the County to follow and meet testing requirements for our construction projects.

Budget/Financial Implications: Funding will come out of 03-320-6273 account

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and Braun Intertec Corporation, 11001 Hampshire Avenue S, Minneapolis, MN 55438, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of construction materials testing services for the reconstruction project on CSAH 10; and,

WHEREAS, the CONTRACTOR has provided the County with a proposal for construction material testing services in which it represented that it is qualified, duly licensed and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on February 22, 2024, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until June 30, 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 this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS.** The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Contract and the Proposal for Construction Materials Testing Services, dated January 23, 2024 (Project Proposal QTB190638) which is attached hereto and incorporated herein as **Attachment A.** To the extent that the terms and conditions of the Profession & Technical Services Contract conflict with the terms set forth in **Attachment A**, the terms and conditions of the Professional & Technical Services Contract shall prevail.

III. **CONTRACTOR'S DUTIES**. The CONTRACTOR shall perform those duties and deliver those services described in **Attachment A**.

IV. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Sixty Thousand Nine Hundred Seventy-Eight Dollars and No/100 Dollars ($60,978.00) as provided in **Attachment A.** Said contract sum shall be allocated across those projects and paid in such allocated sums as identified in **Attachment A.**

B. Terms of Payment.

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

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

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

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

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

Name:	Charles M. Cadenhead, Jr., PE, Vice President, Principal Engineer
Company:	Braun Intertec Corporation
Address:	11001 Hampshire Avenue S, Minneapolis, MN 55438
Telephone:	(952) 995-2000
E-Mail:	CCadenhead@braunintertec.com
Fax:	(952) 995-2020

VI. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to

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

VII. **ASSIGNMENT AND SUBCONTRACTING**.

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Agreement. XVII. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

IX. **INSURANCE**.

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

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

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

C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this

Contract. Said policies covering the errors and omissions of the professionals working under this Contract shall remain in effect for six (6) year following the completion of the work.

D. CONTRACTOR shall name the County as an additional insured on the above policies and at the time of signing this Agreement CONTRACTOR shall provide the County with a certificate of insurance as evidence of such kinds and amounts of coverages.

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

X. **MINNESOTA STATUTE §181.59**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures of the parties are found on the next page.)

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

APPROVED:

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

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

By:
Marlys Dunne, Chairperson Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER CHISAGO COUNTY ATTORNEY
By: Jeffrey B. Fuge
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: 02/13/2024

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

January 23, 2024

Proposal QTB190638

Ben Hobert, PE
Chisago County Public Works
313 North Main Street, Room 400
Center City, MN 55012

Re: Proposal for Construction Materials Testing Services
County State Aid Highway (CSAH) 10 Reconstruction Project
S.P. 013-610-012, STBG-PRO 1324 (055)
Stark Road (CSAH 10) from 210" SW of Chisago/Isanti County Line to 640' SW of Cedarcrest Trail (CSAH 8)
Harris, Minnesota

Dear Mr. Hobert:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the CSAH 10 Reconstruction Project in Harris, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

We understand this project will include aggregate base and select granular embankment placements, new concrete driveways, lighting improvements, along with a new bituminous pavement. Improvements to stormwater utilities will also be part of this project.

This project is a Chisago County project with State and Federal funding. Projects that are constructed with State and Federal funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2020 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2023 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

AA/EOE

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Chisago County, dated October 12, 2023 and November 28, 2023, respectively.
- Discussions with Jacob Boehmer from Chisago County regarding project scope of work.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base I
- Concrete Field I
- MnDOT or ACI Strength Testing

Accredited Laboratory

In the 2023 SALT Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the metro area. With Braun Intertec's Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on embankment, select granular embankment, muck excavation backfill, and culvert backfill materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on aggregate base material.
- Perform moisture content tests at time of compaction on backfill, embankment, select granular embankment, granular backfill, coarse filter aggregate, granular bedding, aggregate base, and aggregate shouldering materials.

- Perform gradation tests on select granular embankment, granular backfill, coarse aggregate bedding, granular bedding, aggregate base, and shouldering materials.

- Observe and evaluate the soils exposed in the bottoms of muck excavations to determine if the soils are suitable for support of fill, utilities, or pavements. Our engineer can provide consultation for conditions that are encountered within these excavations.

- Perform laboratory standard Proctor tests on backfill and fill materials.

- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base and aggregate shouldering according to MnDOT Specifications.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.

- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

- Laboratory compressive strength testing of cylinders.

MnDOT Independent Assurance (IA)

On Federal funded projects, MnDOT requires one of their IA personnel observe the QC/QA representative performing soil, and concrete. We will schedule the IA visits as required for Braun Intertec Personnel.

Reporting and Project Management

Observation and test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.

- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.

- Completed Preliminary and Final Grading and Base Reports.

- Completed IA Summary Report.
- Moisture, Density, DCP, Proctor and Gradation tests.
- Concrete compressive strength results.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Copies of concrete and bituminous plant certifications.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take forty-eight trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on aggregate base materials will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of three tests will be conducted each trip with thirty-four trips assumed.
- We assume six sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We understand MnDOT Metro Inspections will perform concrete batch plant monitoring and testing for this project.
- We understand MnDOT Metro Inspections will perform bituminous plant monitoring and testing for this project.
- We assume MnDOT will calibrate and certify the ready mix concrete plant.
- We assume your full time on-site construction observer will observe the test rolling for this project.
- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.

- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.

- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **$60,978**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

BRAUN INTERTEC

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Professional Services Agreement dated April 17, 2014.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact John Rutherford at 651.487.7052 (jrutherford@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

John P. Rutherford
Project Manager

Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachment:
Project Proposal – QTB190638

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Chisago County Public Works

Authorizer's Firm

Ben Hobert

Authorizer's Signature

Ben Hobert

Authorizer's Name (please print or type)

Assistant County Engineer

Authorizer's Title

01/24/2024

Date

BRAUN INTERTEC

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB190638

Chisago County CSAH 10 Reconstruction SP 013-610-012

Client:	Work Site Address:	Service Description:
Chisago County Ben Hobert 31325 Oasis Rd Center City, MN 55012 651-257-1300	Stark Road (CSAH 10) from 210" Southwest of Chisago/Isanti County Line to 640' Southwest of Cedarcrest Trail (CSAH 8) Harris, MN 55032	Construction Materials Testing Minn. Proj. No. STBG-PRO 1324 (055)

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**MnDOT Materials Testing**				
Activity 1.1	**Soil Testing**				**$49,640.00**
207	**Compaction Testing - Nuclear**	120.00	Hour	94.00	$11,280.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Roadway Culvert Backfill — *14.00 Trips* — *2.50* — *35.00*				
	Select Granular Embankment / Embankment — *30.00 Trips* — *2.50* — *75.00*				
	Muck Excavation Backfill — *4.00 Trips* — *2.50* — *10.00*				
1308	**Nuclear moisture-density meter charge, per hour**	120.00	Each	28.00	$3,360.00
206	**Excavation Observations**	6.00	Hour	110.00	$660.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Roadway Muck Excavation — *2.00 Trips* — *3.00* — *6.00*				
126	**Project Engineer**	2.00	Hour	174.00	$348.00
1318	**Moisture Density Relationship (Standard), per sample**	16.00	Each	200.00	$3,200.00
217	**Compaction Testing - DCP's**	102.00	Hour	94.00	$9,588.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Aggregate Base — *34.00 Trips* — *3.00* — *102.00*				
1162	**Sieve Analysis with 200 wash, per sample**	60.00	Each	156.00	$9,360.00
209	**Sample pick-up**	60.00	Hour	94.00	$5,640.00
1530AG	**Asphalt Content of Aggregate Base, per sample**	2.00	Each	162.00	$324.00
1861	**CMT Trip Charge**	84.00	Each	70.00	$5,880.00
Activity 1.2	**Concrete Testing**				**$3,358.00**
261	**Concrete Testing**	15.00	Hour	94.00	$1,410.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Flatwork — *4.00 Trips* — *2.50* — *10.00*				
	Misc. Placements — *2.00 Trips* — *2.50* — *5.00*				
1364	**Compressive strength of concrete cylinders (ASTM C 39), each**	18.00	Each	38.00	$684.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Flatwork — *4.00 Sets* — *3.00* — *12.00*				
	Misc. Placements — *2.00 Sets* — *3.00* — *6.00*				
278	**Concrete Cylinder Pick up**	6.00	Hour	94.00	$564.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Cylinder Pickup — *4.00 Trips* — *1.50* — *6.00*				
1861	**CMT Trip Charge**	10.00	Each	70.00	$700.00
Activity 1.3	**Project Management**				**$7,980.00**
226	**Project Manager**	30.00	Hour	174.00	$5,220.00
228	**Senior Project Manager**	3.00	Hour	200.00	$600.00
238	**Project Assistant**	15.00	Hour	94.00	$1,410.00
1230	**MnDOT Final Report**	1.00	Each	750.00	$750.00
				Phase 1 Total:	**$60,978.00**

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB190638

Chisago County CSAH 10 Reconstruction SP 013-610-012

Proposal Total:	$60,978.00

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **7**
Title of Item for Consideration: AET Subsurface Testing Services Contract for CSAH 19 Reconstruction Project	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works requires the assistance American Engineering Testing, Inc., for subsurface work corings, borings, GPR, etc) for our upcoming CSAH 19 Reconstruction Project.The County has enlisted American Engineering Testing (AET), who has extensive experience in these sorts of projects and in our County.

***Attachment(s)*:**

- Professional Services Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement for AET Subsurface Testing Services Contract for CSAH 19 Reconstruction Project. The following motion is suggested:

"Move to approve the agreement for AET Subsurface Testing Services Contract for CSAH 19 Reconstruction Project."

Implications of Action: Will allow Public Works to work with AET to perform required subsurface work in order to design the CSAH 19 Project.

Budget/Financial Implications: Funding will come out of 03-320-6273 account

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

Administrator's Recommendation

Approve C EB	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., an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of geotechnical and pavement exploration services for CSAH 19 improvements from CR 77 to CSAH 14; and,

WHEREAS, the CONTRACTOR has provided the County with a proposal for construction material testing services in which it represented that it is qualified, duly licensed and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on February 22, 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 this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS.** The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Contract and the Proposal for Geotechnical Pavement Exploration dated January 3, 2024 (AET Proposal No. P-0029286), which is attached hereto and incorporated herein as **Attachment A.** To the extent that the terms and conditions of the Profession & Technical Services Contract conflict with the terms set forth in **Attachment A**, the terms and conditions of the Professional & Technical Services Contract shall prevail.

III. **CONTRACTOR'S DUTIES**. The CONTRACTOR shall perform those duties and deliver those services described in **Attachment A**.

IV. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Forty-Five Thousand Four Hundred Fifteen and No/100 Dollars ($45,415.00) as provided in **Attachment A.** Said contract sum shall be allocated across those projects and paid in such allocated sums as identified in **Attachment A.**

B. Terms of Payment.

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

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

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

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

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

Name:	Thomas Evans, Principal Engineer, Senior Engineer
Company:	American Engineering Testing, Inc
Address:	550 Cleveland Avenue North, Saint Paul, MN 55114
Telephone:	(701) 690-9732
E-Mail:	tevans@teamAET.com
Fax:	(651) 659-1379

VI. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to

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

VII. **ASSIGNMENT AND SUBCONTRACTING**.

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Agreement. XVII. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

IX. **INSURANCE**.

A. CONTRACTOR will maintain in force and effect the insurance coverages, both as to types of coverage and minimum limits, as specified in CONTRACTOR's proposal.

B. CONTRACTOR shall name the County as an additional insured on its insurance policies and at the time of signing this Agreement CONTRACTOR shall provide the County with a certificate of insurance as evidence of such kinds and amounts of coverages.

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

XI. **MINNESOTA STATUTE §181.59**.

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

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor

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

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

XIII.

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

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

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

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

obligations under this contract without the prior written consent of County's authorized representative.

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

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

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

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

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

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

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

(Signatures of the parties are found on the next page.)

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

APPROVED:

1. CONTRACTOR - American Engineering Testing, Inc.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Marlys Dunne, Chairperson Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER CHISAGO COUNTY ATTORNEY
By: Jeffrey B. Fuge
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: February 13, 2024

January 3, 2024

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

Attn: Ben Hobert
Ben.hobert@chisagocountymn.gov

Re: Proposal for Geotechnical and Pavement Exploration
CSAH 19 Improvements
CR 77 to CSAH 14
Chisago County, Minnesota
AET Proposal No. P-0029286

Dear Mr. Hobert:

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

1.0 PROJECT INFORMATION

We understand Chisago County is proposing the reconstruction of County State Aid Highway (CSAH) 19 (Stacy Trail) from Lofton Avenue (CR 77) to Lincoln Road (CSAH 14) on the north side of Chisago City and Lindstrom, Minnesota. The intersection with Lofton Ave will be reconstructed as a 4-leg roundabout. The project also includes the construction of a pedestrian trail on the north side of the roadway.

CSAH 19 is a 2-lane bituminous road, and it will be reconstructed as a 3-lane bituminous road with a center left turn lane. Therefore, we assume widening on the order of about 6 feet will be needed on both sides of the road. Cross-sections within the widening areas are not yet available; however, we assume fill depths of up to 7 feet could occur.

We also understand two infiltration ponds are planned. The depths and locations of these structures have not been provided.

2.0 SCOPE OF SERVICES

Based on your email request and our subsequent discussion, our proposed scope will include ground penetrating radar (GPR) throughout the drive lanes and shoulders, pavement cores and borings within the existing paved lanes, and standard penetration test borings within the widening areas.

2.1 Ground Penetrating Radar (GPR) Survey

We will perform a GPR survey of both drive lanes and paved shoulders/turn lanes, for a total of approximately 6.5 lane-miles. The data will be collected at a rate of 4 scans per foot (3-inch intervals), using a 2 GHz antenna and GSSI Roadscan equipment, which allows material layer measurements at depths of up to 18 inches. The GPR data collection system is linked to GPS coordinates.

We plan to use a shadow vehicle to perform the GPR testing within the shoulders and turn lanes.

February 21, 2024
Chisago County Board of Commissioners
This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

2.2 Pavement Cores and Soil Borings

Based on a preliminary review of the GPR data, we will select on-road pavement core and soil boring locations. The off-road boring locations will be selected based on the preliminary layout provided. The coring and drilling fieldwork will include the following:

- Mark pavement core and soil boring locations in the field.
- Arrange clearance of underground public utilities through the Gopher State One Call system.
- Provide for traffic control operations in accordance with the Minnesota Temporary Traffic Control Field Manual 2018.
- Perform 20 standard penetration test (SPT) borings in the off-road widening areas as follows:
  - 8 SPT borings to depths of 6 feet, and
  - 12 SPT borings to depths of 14.5 feet.
- Obtain 10 pavement cores through the paved areas, with drilling as follows:
  - 4 SPT borings to depths of 14.5 feet at the shoulder core locations, and
  - 6 flight auger (FA) borings to depths of 2 feet at the drive lane core locations.
- Perform 2 SPT borings to depths of 20 feet within the proposed infiltration ponds.
- Backfill the boreholes and patch the pavement surface with bituminous cold mix.
- Document the boring and core locations by using GPS equipment with submeter accuracy.

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

Traffic control operations will be provided in accordance with the Minnesota Temporary Traffic Control Field Manual 2018. The 2017 AADT for this roadway segment is 2,350. For all borings performed in the drive lanes, we plan to use Layout 16, which includes the use of two flaggers, as well as signs and cones. For the borings and cores in the paved shoulders, we will use Layout 8, which includes signs and cones. No traffic control is planned for borings performed off the pavement.

We will drill the SPT borings using hollow stem augers or by rotary mud drilling, with sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, “blows per foot”), preliminary soil classification, and observed groundwater levels. We will collect samples at 2.5-foot intervals to the termination depths. Infiltration pond borings will be sampled continuously at 2-foot intervals the full boring depth.

Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We assume the on-road and off-road boring locations are accessible to our truck-mounted and ATV drill rigs, respectively.

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

2.3 Monitoring Well Installation and Sealing

One monitoring well (standpipe piezometer) will be installed at each of the SPT infiltration pond boring locations, for a total of 2 monitoring wells. The screen bottoms will be set near the pond boring termination depths of 20 feet. The well screen will be 5 to 10 feet long, depending on the proposed pond depth, and consist of No. 10 slot screen. The sand pack around the screen will be Red Flint Sand and Gravel or equivalent material. The riser pipes will be 2-inch diameter PVC.

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

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

2.4 Laboratory Logging & Testing

Each of the recovered samples will be returned to our lab for visual/manual classification of the soils according to the Unified Soils Classification and AASHTO Soil Classification Systems.

Our services will include laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have estimated to perform moisture content tests on all fine-grained soils, as well as material finer than the No. 200 sieve, sieve analysis tests, and organic content tests on selected samples. We will also perform up to 2 Standard Proctor and R-value tests.

2.5 Report

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

- Descriptions of GPR, drilling, sampling, testing, and classification methods.
- Figures illustrating the final sampled locations.
- Analysis of the GPR data for bituminous and possible aggregate base thicknesses, using the data obtained by the pavement cores to calibrate layer thicknesses.
- GPR summaries and plots of pavement thickness and aggregate base thickness.
- Subsurface boring logs, including thickness of the encountered pavement, aggregate base, and/or topsoil; USCS and AASHTO soil types; measured water levels; and laboratory test results.
- An outline of our understanding of the proposed construction.
- Grading procedures to construct the new widened embankments, including soil correction excavations, fill types, and compaction levels.
- Design and construction of the widening areas, including subgrade preparation or improvement, soil correction, sand subbase, and drainage.
- Recommended subgrade R-value for pavement design based on the grading and subgrade preparation recommendations as well as the laboratory testing performed.
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations.

3.0 SCHEDULE

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

4.0 FEES

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

1. Layout and Utility Clearance		$ 2,145
2. Geotechnical Field Services and Well Installation		$21,462
3. Ground Penetrating Radar		$ 4,665
4. Monitoring Well Sealing		$ 2,899
5. Traffic Control		$ 3,150
6. Laboratory Testing		$ 3,604
7. Project Management and Reporting		$ 7,490
	Total	**$45,415**

If organics are encountered at the planned termination depths of the SPT soil borings, the borings will extend at least 5 feet into the underlying material.

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

5.0 UNDERGROUND UTILITIES

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

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

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

6.0 MINNESOTA DEPARTMENT OF HEALTH FEES

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

- For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion, and the MDH requires that a Sealing Record be submitted to the MDH, with a copy to you and the Property Owner, after the borings are completed.
- For borings extended to a depth of 25 feet or deeper, all licensed drilling companies must submit written notification to the MDH prior to drilling, along with a fee of $75.

The above fee estimate for our geotechnical services includes MDH fees for up to 2 monitoring wells. It does not include MDH boring notification fees, as none of the borings are proposed to be 25 feet or deeper. However, if the final boring depths extend to 25 feet or more, due to possible deep poor soil conditions, the final MDH fees (including an administrative charge of $65 per notification) will be added to our final invoice to you.

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

7.0 ENVIRONMENTAL CONCERNS

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

8.0 TERMS AND CONDITIONS

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

9.0 ACCEPTANCE

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

your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

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

Sincerely,
American Engineering Testing, Inc.

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

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

Attachments:
- Geotechnical & Pavement Exploration Fee Estimate
- 2023 Fee Schedule
- 2023 Environmental/Geotechnical Service Agreement

Authorized Client Representative:

Signature: Ben Hobert Digitally signed by Ben Hobert Date: 2024.01.09 08:24:06 -06'00'

Printed Name: Ben Hobert

Company: Chisago County Public Works

PO No./Project No.:

Invoice email: Ben.Hobert@chisagocountymn.gov

Date: 01/09/2024

GEOTECHNICAL & PAVEMENT EXPLORATION FEE ESTIMATE
CSAH 19 IMPROVEMENTS
CR 77 TO CSAH 14
CHISAGO COUNTY, MN
AET PROPOSAL No. P-0029286

AMERICAN ENGINEERING TESTING

SERVICE DESCRIPTION	PROJECT BUDGET			
	ESTIMATED UNITS		UNIT RATE	BUDGET AMOUNT
Layout & Utility Clearance				
Drilling Technician	11	hours	$120.00	$1,320.00
Auxiliary Vehicle Rental	11	hours	$35.00	$385.00
Auxiliary Vehicle Mileage	160	miles	$1.50	$240.00
GPS Equipment	1	days	$200.00	$200.00
			Section Subtotal:	**$2,145.00**
Geotechnical Field Services & Well Installation				
Drilling Technician	88	hours	$120.00	$10,560.00
Truck with Drill Rig Rental	12	hours	$110.00	$1,320.00
Rotary Drill on All-Terrain Vehicle Rental	32	hours	$144.00	$4,608.00
Coring Equipment - Hourly	12	hours	$60.00	$720.00
Auxiliary Vehicle Rental	32	hours	$35.00	$1,120.00
Truck with Drill Rig Mileage	160	miles	$1.80	$288.00
Tractor with Lowboy Trailer Mileage	160	miles	$2.35	$376.00
Auxiliary Vehicle Mileage	480	miles	$1.50	$720.00
MDH Well Construction Notification	2	each	$275.00	$550.00
2" Well Materials (includes pro-top)	2	each	$600.00	$1,200.00
			Section Subtotal:	**$21,462.00**
Ground Penetrating Radar				
Technician, Level II	8	hours	$110.00	$880.00
GPR Vehicle Rental	1	days	$850.00	$850.00
GPR Vehicle Mileage	100	miles	$1.50	$150.00
Geologist I	9	hours	$160.00	$1,440.00
Technician, Level II (Shadow Vehicle Driver)	8	hours	$110.00	$880.00
Auxiliary Vehicle Rental	9	hours	$35.00	$315.00
Auxiliary Vehicle Mileage	100	miles	$1.50	$150.00
			Section Subtotal:	**$4,665.00**
Monitoring Well Sealing				
Drilling Technician	12	hours	$120.00	$1,440.00
Auxiliary Vehicle Rental	6	hours	$35.00	$210.00
Rotary Drill on All-Terrain Vehicle Rental	6	hours	$144.00	$864.00
Auxiliary Vehicle Mileage	100	miles	$1.50	$150.00
Tractor/Lowboy Trailer Mileage	100	miles	$2.35	$235.00
			Section Subtotal:	**$2,899.00**
Traffic Control				
Traffic Control Signs Rental	1	days	$150.00	$150.00
Subcontractor	1	days	$3,000.00	$3,000.00
			Section Subtotal:	**$3,150.00**
Laboratory				
Classification	10	hours	$130.00	$1,300.00
ASTM D6913 Sieve Analysis of Soils	3	tests	$127.00	$381.00
ASTM D1140 Material Finer than No. 200 Sieve in Soils	3	tests	$61.00	$183.00
ASTM D2974 Moisture, Ash, and Organic Material of Peat & Organic Soils	5	tests	$90.00	$450.00
ASTM D2884 R-value of Compacted Soils by Hveem Stabilometer	2	tests	$470.00	$940.00
ASTM D698 Standard Proctor	2	tests	$175.00	$350.00
			Section Subtotal:	**$3,604.00**
Project Management & Reporting				
Project Administrator	8	hours	$80.00	$640.00
Engineer I	10	hours	$160.00	$1,600.00
Senior Engineer	25	hours	$210.00	$5,250.00
			Section Subtotal:	**$7,490.00**
			ESTIMATED BUDGET	**$45,415.00**

I. Personnel Hourly Rates

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

II. Vehicle Mileage

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

III. Equipment Rental

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

IV. Laboratory Tests of Soil

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

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

V. Expenses

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

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

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

SECTION 1 - RESPONSIBILITIES

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

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

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

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

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

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

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

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

SECTION 2 - SITE ACCESS AND RESTORATION

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

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

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

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

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

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

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

SECTION 4 - CONTAMINATION

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

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

February 21, 2024
Chisago County Board of Commissioners
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SECTION 5 - SAFETY

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

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

SECTION 6 – SAMPLES

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

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

SECTION 7 - PROJECT RECORDS

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

SECTION 8 - STANDARD OF CARE

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

SECTION 9 - INSURANCE

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

9.1 –

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

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

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

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

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

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

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

SECTION 10 - DELAYS

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

February 21, 2024
Chicago County Board of Commissioners

SECTION 11 - PAYMENT, INTEREST, AND BREACH

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

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

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

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

SECTION 12 - CHANGE ORDERS

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

SECTION 13 - MEDIATION

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

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

SECTION 14 - LITIGATION REIMBURSEMENT

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

SECTION 15 - MUTUAL INDEMNIFICATION

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

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

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

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

SECTION 16 - NON-SOLICITATION

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

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

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

February 21, 2024
Chicago County Board of Commissioners

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

SECTION 18 - LIMITATION OF LIABILITY

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

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

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

SECTION 20 - TERMINATION

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

SECTION 21 - SEVERABILITY

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

SECTION 22 - GOVERNING LAW

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

SECTION 23 - ENTIRE AGREEMENT

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

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AMERICAN ENGINEERING TESTING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
550 CLEVELAND AVENUE NORTH

Requester's name and address (optional)

6 City, state, and ZIP code
ST. PAUL, MN 55114

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 1/1/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

February 21, 2024
Chisago County Board of Commissioners
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AMERCON-12 KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386
HUB International Great Plains, LLC
245 E. Roselawn Avenue
Suite 31
Saint Paul, MN 55117-1940

CONTACT NAME: Ann Ross
PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560
E-MAIL ADDRESS: ann.ross@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	25623
INSURER B : The Travelers Indemnity Company of America	25666
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Charter Oak Fire Insurance Company	25615
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
AMERICAN CONSULTING SERVICES INC
AMERICAN ENGINEERING TESTING INC
AMERICAN PETROGRAPHIC SERVICES INC
550 CLEVELAND AVE N
ST PAUL, MN 55114-1804

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			P630539K8896PHX24	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			8102L6457122443G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP3K2260092443	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB9H9151012443G	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2024	1/1/2025	EACH CLAIM	10,000,000
E	RETRO: 070287			ECH254066939	1/1/2024	1/1/2025	AGGREGATE	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER

ILLUSTRATION CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Craig McNulty

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February 21, 2024
Chisago County Board of Commissioners

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **8**
Title of Item for Consideration: AET Subsurface Testing Services Contract for CSAH 30 Project	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works requires the assistance American Engineering Testing, Inc., for subsurface work corings, borings, GPR, etc) for our upcoming CSAH 30 Project. The County has enlisted American Engineering Testing (AET), who has extensive experience in these sorts of projects and in our County.

***Attachment(s)*:**

- Professional Services Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement for AET Subsurface Testing Services Contract for CSAH 30 Project. The following motion is suggested:

"Move to approve the agreement for AET Subsurface Testing Services Contract for CSAH 30 Project ."

Implications of Action: Will allow Public Works to work with AET to perform required subsurface work in order to design the CSAH 30 Project.

Budget/Financial Implications: Funding will come out of 03-320-6273 account

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

Administrator's Recommendation

Approve C EB	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. American Engineering Testing, Inc., 550 Cleveland Avenue North, St. Paul, MN 55114, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of geotechnical and pavement exploration services for CSAH 30 improvements from CSAH 9 to CSAH 7; and,

WHEREAS, the CONTRACTOR has provided the County with a proposal for construction material testing services in which it represented that it is qualified, duly licensed and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on February 22, 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 this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS.** The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Contract and the Proposal for Geotechnical Pavement Exploration dated January 8, 2024 (AET Proposal No. P-0029285), which is attached hereto and incorporated herein as **Attachment A.** To the extent that the terms and conditions of the Profession & Technical Services Contract conflict with the terms set forth in **Attachment A**, the terms and conditions of the Professional & Technical Services Contract shall prevail.

III. **CONTRACTOR'S DUTIES**. The CONTRACTOR shall perform those duties and deliver those services described in **Attachment A**.

IV. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Thirty-Nine Thousand Eight Hundred Seventy-six and No/100 Dollars ($39.876.00) as provided in **Attachment A.** Said contract sum shall be allocated across those projects and paid in such allocated sums as identified in **Attachment A.**

B. Terms of Payment.

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

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

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

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

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

Name:	Thomas Evans, Principal Engineer, Senior Engineer
Company:	American Engineering Testing, Inc
Address:	550 Cleveland Avenue North, Saint Paul, MN 55114
Telephone:	(701) 690-9732
E-Mail:	tevans@teamAET.com
Fax:	(651) 659-1379

VI. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time

of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VII. **ASSIGNMENT AND SUBCONTRACTING**.

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Agreement. XVII. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

IX. **INSURANCE**.

A. CONTRACTOR will maintain in force and effect the insurance coverages, both as to types of coverage and minimum limits, as specified in CONTRACTOR's proposal.

B. CONTRACTOR shall name the County as an additional insured on its insurance policies and at the time of signing this Agreement CONTRACTOR shall provide the County with a certificate of insurance as evidence of such kinds and amounts of coverages.

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

XI. **MINNESOTA STATUTE §181.59**.

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

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall

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

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

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

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

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

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

obligations under this contract without the prior written consent of County's authorized representative.

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

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

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

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

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

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

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

(Signatures of the parties are found on the next page.)

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

APPROVED:

1. CONTRACTOR - American Engineering Testing, Inc.

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

By:
Title:
Date:

2. COUNTY OF CHISAGO

APPROVED:

By:
Marlys Dunne, Chairperson Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER CHISAGO COUNTY ATTORNEY
By: Jeffrey B. Fuge
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: February 14, 2024

January 8, 2024

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

Attn: Ben Hobert
Ben.hobert@chisagocountymn.gov

Re: Proposal for Geotechnical and Pavement Exploration
CSAH 30 Improvements
CSAH 9 to CSAH 7
Chisago County, Minnesota
AET Proposal No. P-0029285

Dear Mr. Hobert:

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

1.0 PROJECT INFORMATION

We understand Chisago County is proposing full depth reclamation (FDR) for both the drive lanes and the shoulders along CSAH 30 between CSAH 9 and CSAH 7 in Chisago County, Minnesota. We understand the road was originally paved with 18-foot-wide concrete in 1927. In 1950, according to the 1304-05 construction plans, the road was paved with bituminous. Throughout much of the road segment, the bituminous was placed directly on top of the concrete; however in specific portions, several feet of embankment was placed on top of the concrete prior to paving with bituminous. Based on the 13-630-06 construction plans from 1997, we understand all 18-feet of concrete was removed from the segments where bituminous was placed directly on top of the concrete.

The improvements also include widening for turn lane and bypass lane construction at the following intersections:

1. Old Sawmill Road – Northbound right turn lane
2. Grand Avenue – Northbound and southbound right turn lanes
3. 465th Street – Northbound right turn lane
4. 470th Street – Northbound and southbound right turn lanes
5. 475th Street – Northbound and southbound right turn lanes
6. 480th Street – Southbound right turn lane
7. 490th Street – Northbound and southbound right turn lanes and center turn lanes
8. 500th Street – Northbound right turn lane and southbound bypass lane
9. Alger Street South – Northbound right turn lane

Cross-sections within the widening areas haven't been provided; however, we assume fill depths of up to 7 feet could occur.

2.0 SCOPE OF SERVICES

Based on your email request and our subsequent discussion, our proposed scope will include ground penetrating radar (GPR) throughout the drive lanes and shoulders, pavement cores and flight auger borings within the existing paved lanes, and standard penetration test borings within the widening areas.

2.1 Ground Penetrating Radar (GPR) Survey

We will perform a GPR survey of both drive lanes and paved shoulders, for a total of approximately 27 lane-miles. The data will be collected at a rate of 4 scans per foot (3-inch intervals), using a 2 GHz antenna and GSSI Roadscan equipment, which allows material layer measurements at depths of up to 18 inches. The GPR data collection system is linked to GPS coordinates.

2.2 Pavement Cores and Soil Borings

Based on a preliminary review of the GPR data, we will select on-road pavement core and soil boring locations. The off-road boring locations will be selected based on the preliminary intersection designs. The coring and drilling fieldwork will include the following:

- Mark pavement core and soil boring locations in the field.
- Arrange clearance of underground public utilities through the Gopher State One Call system.
- Provide for traffic control operations in accordance with the Minnesota Temporary Traffic Control Field Manual 2018.
- Obtain 14 pavement cores, 7 within the drive lanes and 7 within the pavement shoulders, and perform a Geoprobe (push-probe) or flight auger boring to a depth of 2 feet at each pavement core location.
- Perform 18 standard penetration test (SPT) borings to depths of 14.5 feet at the widening locations.
- Backfill the boreholes and patch the pavement surface with bituminous cold mix.
- Document the boring and core locations by using GPS equipment with submeter accuracy.

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

Traffic control operations will be provided in accordance with the Minnesota Temporary Traffic Control Field Manual 2018. The 2022 AADT for this roadway segment is 2,294. For all borings performed in the drive lanes, we plan to use Layout 16, which includes the use of two flaggers, as well as signs and cones. For the borings and cores in the paved shoulders, we will use Layout 8, which includes signs and cones. No traffic control is planned for borings performed off the pavement.

We will drill the SPT borings using hollow stem augers or by rotary mud drilling, with sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, “blows per foot”), preliminary soil classification, and observed groundwater levels. We will collect samples at 2.5-foot intervals to the termination depths.

Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We assume the on-road and off-road boring locations are accessible to our truck-mounted and ATV drill rigs, respectively.

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

2.3 Laboratory Logging & Testing

Each of the recovered samples will be returned to our lab for visual/manual classification of the soils according to the Unified Soils Classification and AASHTO Soil Classification Systems. Our services will include laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have estimated to perform moisture content tests on all fine-grained soils, as well as material finer than the No. 200 sieve, sieve analysis tests, and organic content tests on selected samples. R-value testing is not included in our scope of services.

2.4 Report

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

- Descriptions of GPR, drilling, sampling, testing, and classification methods.
- Figures illustrating the final sampled locations.
- Analysis of the GPR data for bituminous and possible aggregate base thicknesses, using the data obtained by the pavement cores to calibrate layer thicknesses.
- GPR summaries and plots of pavement thickness and aggregate base thickness.
- Subsurface boring logs, including thickness of the encountered pavement, aggregate base, and/or topsoil; USCS and AASHTO soil types; measured water levels; and laboratory test results.
- An outline of our understanding of the proposed construction.
- Grading procedures to construct the new widened embankments, including soil correction excavations, fill types, and compaction levels.
- Design and construction of the widening areas, including subgrade preparation or improvement, soil correction, sand subbase, and drainage.
- Recommended subgrade R-value for pavement design based on the grading and subgrade preparation recommendations as well as the laboratory testing performed.
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations.

3.0 SCHEDULE

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

4.0 FEES

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

1.	Layout and Utility Clearance	$ 2,390
2.	Geotechnical Field Services	$17,836
3.	Ground Penetrating Radar	$ 7,540
4.	Traffic Control	$ 3,110
5.	Laboratory Testing	$ 2,560
6.	Project Management and Reporting	$ 6,440
	Total	**$39,876**

If organics are encountered at the planned termination depths of the SPT soil borings, the borings will extend at least 5 feet into the underlying material.

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

5.0 UNDERGROUND UTILITIES

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

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

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

9.0 MINNESOTA DEPARTMENT OF HEALTH FEES

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

- For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion, and the MDH requires that a Sealing Record be submitted to the MDH, with a copy to you and the Property Owner, after the borings are completed.
- For borings extended to a depth of 25 feet or deeper, all licensed drilling companies must submit written notification to the MDH prior to drilling, along with a fee of $75.

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

7.0 ENVIRONMENTAL CONCERNS

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

8.0 TERMS AND CONDITIONS

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

9.0 ACCEPTANCE

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

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

Sincerely,
American Engineering Testing, Inc.

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

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

Attachments:

- Geotechnical & Pavement Exploration Fee Estimate
- 2023 Fee Schedule
- 2024 Environmental/Geotechnical Service Agreement

Authorized Client Representative:

Signature:	
Printed Name:	Ben Hobert
Company:	Chisago County Public Works
PO No./Project No.:	
Invoice email:	Ben.Hobert@chisagocountymn.gov
Date:	01/09/2024

GEOTECHNICAL & PAVEMENT EXPLORATION FEE ESTIMATE
CSAH 30 IMPROVEMENTS
CSAH 9 TO CSAH 7
CHISAGO COUNTY, MN
AET PROPOSAL No. P-0029285

AMERICAN ENGINEERING TESTING

SERVICE DESCRIPTION	PROJECT BUDGET			
	ESTIMATED UNITS		UNIT RATE	BUDGET AMOUNT
Layout & Utility Clearance				
Drilling Technician	12	hours	$120.00	$1,440.00
Auxiliary Vehicle Rental	12	hours	$35.00	$420.00
Auxiliary Vehicle Mileage	220	miles	$1.50	$330.00
GPS Equipment	1	days	$200.00	$200.00
			Section Subtotal:	**$2,390.00**
Geotechnical Field Services				
Drilling Technician	76	hours	$120.00	$9,120.00
Geoprobe Direct Push Sampling System	16	hours	$130.00	$2,080.00
Rotary Drill on All-Terrain Vehicle Rental	22	hours	$144.00	$3,168.00
Coring Equipment - Hourly	16	hours	$60.00	$960.00
Auxiliary Vehicle Rental	22	hours	$35.00	$770.00
Truck with Drill Rig Mileage	220	miles	$1.80	$396.00
Tractor with Lowboy Trailer Mileage	220	miles	$2.35	$517.00
Auxiliary Vehicle Mileage	550	miles	$1.50	$825.00
			Section Subtotal:	**$17,836.00**
Ground Penetrating Radar				
Technician, Level II	8	hours	$110.00	$880.00
GPR Vehicle Rental	1	days	$850.00	$850.00
GPR Vehicle Mileage	140	miles	$1.50	$210.00
Geologist I	35	hours	$160.00	$5,600.00
			Section Subtotal:	**$7,540.00**
Traffic Control				
Drilling Technician	16	hours	$120.00	$1,920.00
Auxiliary Vehicle Rental	16	hours	$35.00	$560.00
Traffic Control Signs Rental	2	days	$150.00	$300.00
Auxiliary Vehicle Mileage	220	miles	$1.50	$330.00
			Section Subtotal:	**$3,110.00**
Laboratory				
Classification	9	hours	$130.00	$1,170.00
ASTM D6913 Sieve Analysis of Soils	5	tests	$127.00	$635.00
ASTM D1140 Material Finer than No. 200 Sieve in Soils	5	tests	$61.00	$305.00
ASTM D2974 Moisture, Ash, and Organic Material of Peat & Organic Soils	5	tests	$90.00	$450.00
			Section Subtotal:	**$2,560.00**
Project Management & Reporting				
Project Administrator	8	hours	$80.00	$640.00
Engineer I	10	hours	$160.00	$1,600.00
Senior Engineer	20	hours	$210.00	$4,200.00
			Section Subtotal:	**$6,440.00**
			ESTIMATED BUDGET	**$39,876.00**

I. Personnel Hourly Rates

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

II. Vehicle Mileage

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

III. Equipment Rental

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

IV. Laboratory Tests of Soil

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

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

V. Expenses

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

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

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

SECTION 1 - RESPONSIBILITIES

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

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

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

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

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

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

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

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

SECTION 2 - SITE ACCESS AND RESTORATION

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

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

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

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

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

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

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

SECTION 4 - CONTAMINATION

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

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

SECTION 5 - SAFETY

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

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

SECTION 6 – SAMPLES

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

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

SECTION 7 - PROJECT RECORDS

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

SECTION 8 - STANDARD OF CARE

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

SECTION 9 - INSURANCE

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

9.1 –

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

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

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

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

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

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

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

SECTION 10 - DELAYS

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

SECTION 11 - PAYMENT, INTEREST, AND BREACH

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

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

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

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

SECTION 12 - CHANGE ORDERS

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

SECTION 13 - MEDIATION

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

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

SECTION 14 - LITIGATION REIMBURSEMENT

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

SECTION 15 - MUTUAL INDEMNIFICATION

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

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

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

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

SECTION 16 - NON-SOLICITATION

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

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

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

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

SECTION 18 - LIMITATION OF LIABILITY

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

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

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

SECTION 20 - TERMINATION

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

SECTION 21 - SEVERABILITY

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

SECTION 22 - GOVERNING LAW

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

SECTION 23 - ENTIRE AGREEMENT

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AMERICAN ENGINEERING TESTING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
550 CLEVELAND AVENUE NORTH

Requester's name and address (optional)

6 City, state, and ZIP code
ST. PAUL, MN 55114

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 1/1/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AMERCON-12 KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386
HUB International Great Plains, LLC
245 E. Roselawn Avenue
Suite 31
Saint Paul, MN 55117-1940

CONTACT NAME: Ann Ross
PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560
E-MAIL ADDRESS: ann.ross@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	25623
INSURER B : The Travelers Indemnity Company of America	25666
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Charter Oak Fire Insurance Company	25615
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
AMERICAN CONSULTING SERVICES INC
AMERICAN ENGINEERING TESTING INC
AMERICAN PETROGRAPHIC SERVICES INC
550 CLEVELAND AVE N
ST PAUL, MN 55114-1804

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			P630539K8896PHX24	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			8102L6457122443G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP3K2260092443	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB9H9151012443G	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2024	1/1/2025	EACH CLAIM	10,000,000
E	RETRO: 070287			ECH254066939	1/1/2024	1/1/2025	AGGREGATE	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER

ILLUSTRATION CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Craig McNulty

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February 21, 2024
Chisago County Board of Commissioners

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **9**
Title of Item for Consideration: CSAH 16 Bridge Replacement Project Construction Testing Services Contract	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: Public Works requires assistance for construction testing services to comply with state and federal testing requirements to deliver the CSAH 16 Bridge Replacement Project. The County has enlisted Braun Intertec, who has extensive experience in these sorts of projects and in our County.

***Attachment(s)*:**

- Professional Services Agreement

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement for CSAH 16 Bridge Replacement Project Construction Testing Services Contract with Braun Intertec. the following motion is suggested:

"Move to approve the agreement for CSAH 16 Bridge Replacement Project Construction Testing Services Contract with Braun Intertec."

Implications of Action: Approval will allow the County to follow and meet testing requirements for our construction project.

Budget/Financial Implications: Funding will come out of 03-320-6273 account

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

Administrator's Recommendation

Approve C EB	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 Braun Intertec Corporation, 11001 Hampshire Avenue S, Minneapolis, MN 55438, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

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

WHEREAS, County is in need of construction materials testing services for the project on CSAH 16 Bridge 13J24; and,

WHEREAS, the CONTRACTOR has provided the County with a proposal for construction material testing services in which it represented that it is qualified, duly licensed and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT**. This contract shall be effective on February 22, 2024, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until June 1, 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 this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.

II. **CONTRACT DOCUMENTS.** The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Contract and the Proposal for Construction Materials Testing Services, dated January 24, 2024 (Project Proposal QTB190657) which is attached hereto and incorporated herein as **Attachment A.** To the extent that the terms and conditions of the Profession & Technical Services Contract conflict with the terms set forth in **Attachment A**, the terms and conditions of the Professional & Technical Services Contract shall prevail.

III. **CONTRACTOR'S DUTIES**. The CONTRACTOR shall perform those duties and deliver those services described in **Attachment A**.

IV. **CONSIDERATION AND TERMS OF PAYMENT**.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Five Thousand Nine Hundred Fift-Two Dollars and No/100 Dollars ($5,952.00) as provided in **Attachment A.** Said contract sum shall be allocated across those projects and paid in such allocated sums as identified in **Attachment A.**

B. Terms of Payment.

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

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

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

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

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

Name:	Charles M. Cadenhead, Jr., PE, Vice President, Principal Engineer
Company:	Braun Intertec Corporation
Address:	11001 Hampshire Avenue S, Minneapolis, MN 55438
Telephone:	(952) 995-2000
E-Mail:	CCadenhead@braunintertec.com
Fax:	(952) 995-2020

VI. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time

of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VII. **ASSIGNMENT AND SUBCONTRACTING**.

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Agreement. XVII. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

IX. **INSURANCE**.

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

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

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

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

D. CONTRACTOR shall name the County as an additional insured on the above policies and at the time of signing this Agreement CONTRACTOR shall provide the County with a certificate of insurance as evidence of such kinds and amounts of coverages.

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

X. **MINNESOTA STATUTE §181.59**.

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

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

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

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

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

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

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

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

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

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

XIV. **JURISDICTION AND VENUE**. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of

this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.

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

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

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

(Signatures of the parties are found on the next page.)

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

APPROVED:

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

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

APPROVED:

By:
Marlys Dunne, Chairperson Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER CHISAGO COUNTY ATTORNEY
By: Jeffrey B. Fuge
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: 02/14/2024

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

Attachment A

January 24, 2024

Proposal QTB190657

Ben Hobert, PE
Chisago County Public Works
313 North Main Street, Room 400
Center City, MN 55012

Re: Proposal for Construction Materials Testing Services
County State Aid Highway (CSAH) 16 Bridge 13J24 Project
S.A.P. 013-616-013
CSAH 16 Over Dry Creek, 1.4 miles Northwest of CoRd 71, 2.2 miles North of Taylors Falls
Taylors Falls, Minnesota

Dear Mr. Hobert:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the CSAH 16 Bridge 13J24 Project in Taylors Falls, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

We understand this project will include aggregate base placement along with removal of existing Bridge L0145 and construction of a new bridge No. 13J24 over Dry Creek.

This project is a Chisago County project with State Aid funding. Projects that are constructed with State Aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2020 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2022 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

AA/EOE

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by Stonebrooke Engineering, dated February 23, 2023.
- Project specifications prepared by Chisago County, dated April 5, 2023.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base I

Accredited Laboratory

In the 2022 SALT Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the metro area. With Braun Intertec's Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on structural backfill and box culvert backfill materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on aggregate base material.
- Perform moisture content tests at time of compaction on backfill, structural backfill, and aggregate base materials.
- Perform gradation tests on backfill, structural backfill, and aggregate base materials.
- Observe and evaluate the soils exposed in the bottoms of the box culvert excavations to determine if the soils are suitable for support of fill, drainage utilities, or pavements. Our engineer can provide consultation for conditions that are encountered within these excavations.

- Perform laboratory standard Proctor tests on backfill and fill materials.

- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Reporting and Project Management

Observation and test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take four trips to complete the nuclear density gauge testing on this project.

- We assume compaction testing on aggregate base materials will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of two tests will be conducted each trip with one trip assumed.

- We assume the box culvert installation observations will be completed by the project representative's construction oversight manager.

- We understand MnDOT Metro Inspections will perform concrete batch plant monitoring and testing for this project.

- We understand MnDOT Metro Inspections will perform bituminous plant monitoring and testing for this project.

- We assume MnDOT will calibrate and certify the ready mix concrete plant.

- We assume your full time on-site construction observer will observe the test rolling for this project.

- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.

- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.

- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **$5,952**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

BRAUN INTERTEC

Our services will be provided under the terms of the Master Professional Services Agreement dated April 17, 2014.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact John Rutherford at 651.487.7052 (jrutherford@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

John P. Rutherford
Project Manager

Charles M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachment:
Project Proposal – QTB190638

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Chisago County Public Works

Authorizer's Firm

Ben Hobert

Authorizer's Signature

Ben Hobert

Authorizer's Name (please print or type)

Assistant County Engineer

Authorizer's Title

01/24/2024

Date

BRAUN INTERTEC

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB190657

Chisago County CSAH 16 Bridge No. 13J24 SAP 013-616-013

Client:	Work Site Address:	Service Description:
Chisago County Ben Hobert 31325 Oasis Rd Center City, MN 55012 651-257-1300	CSAH 16 Over Dry Creek, 1.4 miles Northwest of CoRd 71, 2.2 miles North of Taylors Falls Taylors Falls, MN 55084	Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**MnDOT Materials Testing**				
Activity 1.1	**Soil Testing**				**$4,968.00**
207	**Compaction Testing - Nuclear**	12.00	Hour	94.00	$1,128.00
	Work Activity Detail ***Qty Units*** ***Hrs/Unit*** ***Extension***				
	Structural Backfill / Box Culvert *4.00 Trips* *3.00* *12.00*				
1308	**Nuclear moisture-density meter charge, per hour**	12.00	Each	28.00	$336.00
206	**Excavation Observations**	6.00	Hour	110.00	$660.00
	Work Activity Detail ***Qty Units*** ***Hrs/Unit*** ***Extension***				
	Box Culvert Excavation *2.00 Trips* *3.00* *6.00*				
126	**Project Engineer**	2.00	Hour	174.00	$348.00
1318	**Moisture Density Relationship (Standard), per sample**	2.00	Each	200.00	$400.00
217	**Compaction Testing - DCP's**	3.00	Hour	94.00	$282.00
	Work Activity Detail ***Qty Units*** ***Hrs/Unit*** ***Extension***				
	Aggregate Base *1.00 Trip* *3.00* *3.00*				
1162	**Sieve Analysis with 200 wash, per sample**	4.00	Each	156.00	$624.00
209	**Sample pick-up**	4.00	Hour	94.00	$376.00
1530AG	**Asphalt Content of Aggregate Base, per sample**	2.00	Each	162.00	$324.00
1861	**CMT Trip Charge**	7.00	Each	70.00	$490.00
Activity 1.2	**Project Management**				**$984.00**
226	**Project Manager**	4.00	Hour	174.00	$696.00
228	**Senior Project Manager**	0.50	Hour	200.00	$100.00
238	**Project Assistant**	2.00	Hour	94.00	$188.00
				Phase 1 Total:	**$5,952.00**

Proposal Total:	**$5,952.00**

TAB 10

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, February 07, 2024

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, February 07, 2024 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meeting on Wednesday, February 7th, and all other Committees until February 16th 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 Ascendant Holidays 4874 Cayview Ave., Orlando, FL 32819, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

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

Commissioner Montzka offered a motion to approve the amended agenda. Motion seconded by Greene, 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 open the Health and Human Services Committee of the Whole at 6:31 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Chair Dunne gave the gavel to Vice-Chair Dahlberg.

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

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

On motion by Greene, seconded by Montzka, the board moved to close the HHS Committee Board of the Whole at 6:39 p.m. 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 the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Directors Update
2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
3.) HHS Committee Recommendation – MN Child Support Program Inter. Coop Agmt
4.) HHS Committee Recommendation – Opioid Settlement Q4 Staff Expenses
5.) Minutes from the January 17, 2024, Meeting
6.) Payment of County's Warrants and Miscellaneous Bills **Total**: $1,178,016.95
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.
7.) Application for Exempt Gambling Permit – Goose Lake Association

RESOLUTION NO: 24/0207-1
APPROVING THE SUBMISSION OF AN APPLICATION FOR EXEMPT GAMBLING PERMIT FOR THE GOOSE LAKE ASSOCIATION

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

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

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application for an exempt gambling permit for the Goose Lake Association to conduct a raffle on October 12, 2024, at the Full Moon Bar and Grill in Harris, MN, located at 2355 Stark Road, Harris, MN 55032.

8.) Out-of-State Travel – Annual ICPC Conference, Lake Geneva, Wisconsin
9.) 2023 Budget Adjustments
10.) Authorization for County Auditor-Treasurer to Proceed with Year-end Transfer of Funds
11.) Transfer Funds and Annual Carryover of Dedicated Funds
12.) Recognition of County Staff January and February Anniversaries

On motion by Swenson, seconded by Montzka, the Board moved to issue a letter of support for a Safe Routes to School Planning Assistance Grant. 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 the quote from Gregory Contracting for the County Administration Security and Remodel 2024 project. 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 authorize the DES Director to issue the associated PO's and sign any needed documents to purchase 2023 CIP budgeted MCC7500 E communications console equipment. 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 authorize the DES Director to issue the associated PO's and sign any needed documents to purchase the required added Microsoft storage to meet the needs of the County Attorney's office data sharing requirements using ARPA Broadband funds and ARPA jail demolition funds. 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 the 2024 – 2025 Aquatic Invasive Species Treatment and Education Grant Application, Program Criteria, and Grant Agreement Designating, Committing, and Encumbering $185,220 in Funding for Lake Associations as presented at tonight's meeting. 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 a Public Hearing for February 21st, 2024, at 7:00 p.m. for 2024 Fee Schedule – Changes in Recorder Fees. 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 the DRAFT Surplus Property Disposition Policy, subject to County Attorney approval as to form. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

CITIZENS FORUM
TIME – 7:07 p.m.
END TIME – 7:07 p.m.
of SPEAKERS – 0

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

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

On motion by Montzka, seconded by Dahlberg, the Board moved to close the County Board meeting at 7:52 p.m. related to preliminary consideration of allegations or charges against an individual subject to its authority. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Announce Closed Meeting (M.S. § 13D.05)

Closed Session

Pursuant to Minn. Stats., sec. 13D.05, Subd. 2, the County Board will convene in closed session for preliminary consideration of allegations or charges against an individual subject to its authority. At the conclusion of the closed session the County Board will reconvene in open session to consider matters notice for consideration in open session or to act on matters discussed in closed session that require action in open session.

Consideration and authorization of engaging an outside entity to conduct an investigation into charges for which the County Board convened in closed session as noticed above.

Present: County Attorney Janet Reiter, Assistant County Attorney Jeff Fuge, Commissioner Dunne, Commissioner Greene, Commissioner Montzka, Commissioner Dahlberg, and Clerk of the Board Christina Vollrath. Commissioner Swenson attended virtually.

On motion by Montzka, seconded by Greene, the Board ended the closed meeting and reconvened the regular meeting at 8:40 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

The only action taken during the closed session was to end the closed session and reconvene the regular meeting.

On motion by Montzka, seconded by Dahlberg, the Board adjourned the meeting at 8:43 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

_____
Marlys Dunne, Chair

Attest:_____
Christina Vollrath
Clerk of the Board

CHISAGO COUNTY
BOARD OF COMMISSIONERS
February 21, 2024

TAB 11

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $721,092.33

Check Date	Amount		Board Date	Type of Check/Payments
2/23/2024	$ 36,912.74		2/21/2024	Commissioners Warrants
2/9/2024	$163,498.54			Auditor Warrants
	$200,411.28	Total		

Lake Area Bank; Derek Anklan; Sheriff; supplies; $120.67
Lake Area Bank; Matthew Beckman; Sheriff; supplies' $2,668.62
Lake Area Bank; Chase Burnham; Administration; supplies; $26.72
Lake Area Bank; Jon Eckel; Enterprise Services; supplies; $1,927.08
Lake Area Bank; Ryan Edmonds; Sheriff; supplies; $286.08
Lake Area Bank; Benjamin Elfelt; LID; supplies $363.39
Lake Area Bank; Karen Gates; Human Resources; supplies; $244.00
Lake Area Bank; Jonathan Gray; Sheriff; supplies; $150.00
Lake Area Bank; Bridgitte Konrad; Auditor; registration; $441.36
Lake Area Bank; Andrew Mahowald; Sheriff; supplies, conference; $1,265.47
Lake Area Bank; Mary Melby; HHS; supplies; $171.65.
Lake Area Bank; Tony Nielson; Public Works; supplies; $470.50
Lake Area Bank; Kyle Puelston; Sheriff; registration, supplies; $4,346.96
Lake Area Bank; Janet Reiter; County Attorney; travel, supplies; $448.55
Lake Area Bank; Kurt Schneider; Environmental Services; registration, supplies; $1,721.00
Lake Area Bank; Scott Sellman; Sheriff; supplies; $112.39
Lake Area Bank; Barbara Shimmon; Public Works; registration, supplies; $1,166.40
Lake Area Bank; Joseph Tart; Parks; supplies; $37.56
Lake Area Bank; Joseph Triplett; Public Works; registration; $1,433.89
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; $235.70
Lake Area Bank; Polly Zais; Sheriff; supplies; $756.95
Lake Area Bank; Tracy Krona; HHS; supplies, registration; $728.98

- All invoices available with the Clerk of the Board

Beyond 60 Days

- Jillian Skaar, Assistant County Attorney I, Lodging Reimbursement/Mileage, $531.85

CHISAGO COUNTY
BOARD OF COMMISSIONERS
February 21, 2024

11

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid $721,092.33

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Lake Area Bank; Tony Nielson; Public Works; supplies; $470.50
Lake Area Bank; Kyle Puelston; Sheriff; registration, supplies; $4,346.96
Lake Area Bank; Janet Reiter; County Attorney; travel, supplies; $448.55
Lake Area Bank; Kurt Schneider; Environmental Services; registration, supplies; $1,721.00
Lake Area Bank; Scott Sellman; Sheriff; supplies; $112.39
Lake Area Bank; Barbara Shimmon; Public Works; registration, supplies; $1,166.40
Lake Area Bank; Joseph Tart; Parks; supplies; $37.56
Lake Area Bank; Joseph Triplett; Public Works; registration; $1,433.89
Lake Area Bank; Dennis Wilton; Enterprise Services; supplies; $235.70
Lake Area Bank; Polly Zais; Sheriff; supplies; $756.95
Lake Area Bank; Tracy Krona; HHS; supplies, registration; $728.98

- 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	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
	9297	**Allen/Theresa**						
1		05-430-700-0127-6335		146.44	TRAVEL EXPENSE-MILEAGE 01/03/2024 01/30/2024		Mh Travel	N
	9297	**Allen/Theresa**		**146.44**	**1** Transactions			
	5202	**ANDERSON/ALISON**						
2		05-430-700-0137-6335		72.74	TRAVEL EXPENSE-MILEAGE 01/11/2024 02/09/2024		Adult Services Travel	N
	5202	**ANDERSON/ALISON**		**72.74**	**1** Transactions			
	[redacted]	[redacted]						
3		05-451-480-0000-6846		600.00	WORKFORCEANALYSIS&DEVELOPMENT 01/01/2024 01/31/2024		Workforce Grant Expense	Y
	[redacted]	[redacted]		**600.00**	**1** Transactions			
	1194	**BACH/SARAH**						
4		05-430-700-0128-6335		42.50	TRAVEL EXPENSE-MILEAGE 01/08/2024 01/21/2024		Child Prot Staff Travel	N
	1194	**BACH/SARAH**		**42.50**	**1** Transactions			
	[redacted]	[redacted]						
5		05-451-480-0000-6846		1,500.00	CONTRACT PROFESSIONAL/TECHNICA 01/01/2024 01/31/2024		Workforce Grant Expense	N
	[redacted]	[redacted]		**1,500.00**	**1** Transactions			
	1198	**BOOKER/KIMBERLY**						
9		05-430-700-0000-6241		10.64	CLIENT ACTIVITY SUPPLIES 01/31/2024 02/01/2024		General Administration	N
7		05-430-700-0127-6335		57.00	TRAVEL EXPENSE-PARKING 01/31/2024 02/01/2024		Mh Travel	N
8		05-430-700-0127-6335		45.38	TRAVEL EXPENSE-MEALS 01/31/2024 02/01/2024		Mh Travel	N
6		05-430-700-0128-6335		245.20	TRAVEL EXPENSE-MILEAGE 01/09/2024 02/01/2024		Child Prot Staff Travel	N
	1198	**BOOKER/KIMBERLY**		**358.22**	**4** Transactions			
	9280	**Bright Star Consulting LLC**						
10		05-451-440-0000-6837		6,225.00	CONTRACTED COMMUNITY WORKER 01/08/2024 02/02/2024		Federal Vaccine Grant Exp 04/21-12/21	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
	9280	**Bright Star Consulting LLC**			**6,225.00**	**1** Transactions			
	30282	**CDW GOVERNMENT LLC**							
11		05-430-700-0000-6481	AP	4	477.60	COMPUTER HARDWARE 12/06/2023 12/06/2023	NL40686	Computer Hardware	N
	30282	**CDW GOVERNMENT LLC**			**477.60**	**1** Transactions			
	203001	**CHISAGO COUNTY AUDITOR-TREAS OFFIC**							
23		05-121-000-0000-6202			32.63	JANUARY VETERAN POSTAGE 01/01/2024 01/31/2024	JANUARY 2024	Postage	N
18		05-420-600-0000-6202			695.32	JANUARY IM POSTAGE 01/01/2024 01/31/2024	JANUARY 2024	Postage	N
20		05-420-600-0000-6202			190.00	JANUARY NORTH BRANCH POSTAGE 01/01/2024 01/31/2024	JANUARY 2024	Postage	N
19		05-420-640-0000-6202			28.08	JANUARY IV-D POSTAGE DUE 01/01/2024 01/31/2024	JANUARY 2024	Iv-D Postage	N
16		05-420-640-0000-6202			634.58	JANUARY IV-D POSTAGE 01/01/2024 01/31/2024	JANUARY 2024	Iv-D Postage	N
17		05-430-700-0000-6202			846.50	JANUARY HS POSTAGE 01/01/2024 01/31/2024	JANUARY 2024	Postage	N
21		05-430-700-0000-6202			380.00	JANUARY NORTH BRANCH POSTAGE 01/01/2024 01/31/2024	JANUARY 2024	Postage	N
22		05-451-430-0000-6202			430.00	JANUARY NORTH BRANCH POSTAGE 01/01/2024 01/31/2024	JANUARY 2024	Postage	N
	203001	**CHISAGO COUNTY AUDITOR-TREAS OFFIC**			**3,237.11**	**8** Transactions			
	30069	**CHISAGO COUNTY PRESS**							
12		05-121-000-0000-6850			325.00	COFFEE TALK ADVERTISEMENT 01/29/2024 01/29/2024	166296-5	Op Enhancement Grant Expense	N
	30069	**CHISAGO COUNTY PRESS**			**325.00**	**1** Transactions			
	203003	**CHISAGO COUNTY RECORDER'S OFFICE**							
13		05-420-600-0000-6242			52.00	BIRTH CERTIFICATES 01/25/2024 01/25/2024	2024-33	Birth Certificates	N
14		05-420-600-0000-6242			78.00	BIRTH CERTIFICATES 01/30/2024 01/30/2024	2024-33	Birth Certificates	N
15		05-420-600-0000-6243			46.00	RECORDER FEES 01/12/2024 01/12/2024	2024-33	Recorder Fees	N
	203003	**CHISAGO COUNTY RECORDER'S OFFICE**			**176.00**	**3** 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
	203004	**CHISAGO COUNTY SHERIFF'S OFFICE**							
25		05-420-600-0000-6800			60.00	[redacted] 02/07/2024 02/07/2024	24-305	Other Expense	N
24		05-420-600-0000-6273			5,416.66	WELFARE FRAUD INVESTIGATIONS 01/01/2024 01/31/2024	JANUARY 2024	Cont Serv - Sheriff - Fraud	N
	203004	**CHISAGO COUNTY SHERIFF'S OFFICE**			**5,476.66**	**2** Transactions			
	30177	**CINTAS CORPORATION**							
26		05-420-600-0000-6241			4.75	WEEKLY RUG SERVICE 02/05/2024 02/05/2024	4182389450	General Administration	N
26		05-430-700-0000-6241			9.50	WEEKLY RUG SERVICE 02/05/2024 02/05/2024	4182389450	General Administration	N
26		05-451-430-0000-6800			10.75	WEEKLY RUG SERVICE 02/05/2024 02/05/2024	4182389450	Other Expense	N
27		05-420-600-0000-6241			6.67	WEEKLY RUG SERVICE 02/12/2024 02/12/2024	4183110278	General Administration	N
27		05-430-700-0000-6241			13.33	WEEKLY RUG SERVICE 02/12/2024 02/12/2024	4183110278	General Administration	N
27		05-451-430-0000-6800			15.09	WEEKLY RUG SERVICE 02/12/2024 02/12/2024	4183110278	Other Expense	N
	30177	**CINTAS CORPORATION**			**60.09**	**6** Transactions			
	1342	**CRESCENT TIDE**							
28		05-420-622-0000-6006			1,147.00	[redacted] 02/01/2024 02/01/2024		Burials General Relief	Y
	1342	**CRESCENT TIDE**			**1,147.00**	**1** Transactions			
	40105	**DATABANK IMX LLC**							
29		05-420-600-0000-6279	AP	4	337.50	NORTHWOOD PROJECT CONSULTING 12/27/2023 12/27/2023	6112018834	Consulting	Y
	40105	**DATABANK IMX LLC**			**337.50**	**1** Transactions			
	10501	**DELL MARKETING LP**							
30		05-430-700-0000-6481	AP	4	1,610.47	COMPUTER HARDWARE 11/22/2023 11/22/2023	10713018668	Computer Hardware	Y
	10501	**DELL MARKETING LP**			**1,610.47**	**1** Transactions			
	1628	**DRIVER & VEHICLE SERVICES DIVISION**							
31		05-420-600-0000-6800			10.50	VEHICLE REGISTRATION 02/08/2024 02/08/2024		Other Expense	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
	1628	**DRIVER & VEHICLE SERVICES DIVISION**			**10.50**	**1** Transactions			
	8508	**ELLIOTT/JENNIFER**							
32		05-430-700-0127-6335			70.44	TRAVEL EXPENSE-MILEAGE 01/10/2024 01/25/2024		Mh Travel	N
	8508	**ELLIOTT/JENNIFER**			**70.44**	**1** Transactions			
	[redacted]	[redacted]							
33		05-451-440-0000-6837			4,640.63	CONTRACTED COMMUNITY HEALTH 01/08/2024 01/28/2024		Federal Vaccine Grant Exp 04/21-12/21	Y
34		05-451-440-0000-6837			1,500.00	CONTRACTED COMMUNITY HEALTH 01/29/2024 02/04/2024		Federal Vaccine Grant Exp 04/21-12/21	Y
	[redacted]	[redacted]			**6,140.63**	**2** Transactions			
	5149	**Han/Jocelyn**							
35		05-430-700-0127-6335	AP	4	148.42	TRAVEL EXPENSE-MILEAGE 12/11/2023 12/29/2023		Mh Travel	N
36		05-430-700-0127-6335			131.63	TRAVEL EXPENSE-MILEAGE 01/08/2024 02/01/2024		Mh Travel	N
	5149	**Han/Jocelyn**			**280.05**	**2** Transactions			
	3540	**IHRKE/KELLY**							
37		05-430-700-0127-6335			42.69	TRAVEL EXPENSE-MILEAGE 01/10/2024 01/22/2024		Mh Travel	N
	3540	**IHRKE/KELLY**			**42.69**	**1** Transactions			
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**							
38		05-420-600-0000-6401			71.94	SUPPLIES 02/09/2024 02/09/2024	4459428	General Supplies	N
38		05-430-700-0000-6401			107.90	SUPPLIES 02/09/2024 02/09/2024	4459428	General Supplies	N
	90061	**INNOVATIVE OFFICE SOLUTIONS LLC**			**179.84**	**2** Transactions			
	3836	**JENSEN/KYLE**							
39		05-430-700-0128-6335			79.06	TRAVEL EXPENSE-MILEAGE 01/08/2024 01/30/2024		Child Prot Staff Travel	N
	3836	**JENSEN/KYLE**			**79.06**	**1** Transactions			
	9028	**Johanson/Brittany**							
40		05-430-700-0134-6335			38.59	TRAVEL EXPENSE-MILEAGE		DD Worker 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
						01/04/2024 01/18/2024			
41		05-430-700-0137-6335			90.05	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
						01/04/2024 01/18/2024			
	9028	**Johanson/Brittany**			**128.64**	**2** Transactions			
	10007	**LEXISNEXIS RISK SOLUTIONS**							
42		05-420-600-0000-6241			60.00	MONTHLY LEXIS/NESIS-ACCURINT	1223200	General Administration	N
						01/01/2024 01/31/2024			
42		05-430-700-0000-6241			90.00	MONTHLY LEXIS/NESIS-ACCURINT	1223200	General Administration	N
						01/01/2024 01/31/2024			
	10007	**LEXISNEXIS RISK SOLUTIONS**			**150.00**	**2** Transactions			
	5070	**METRO LEGAL SERVICES INC**							
43		05-420-640-0000-6269			146.00	[redacted]	3482633	Proff Process Servers	Y
						01/31/2024 01/31/2024			
	5070	**METRO LEGAL SERVICES INC**			**146.00**	**1** Transactions			
	13308	**MN COUNTIES COMPUTER COOPERATIVE**							
44		05-451-430-0000-6273	AP	4	5,662.39	PHDOC MEMBER DEPOSIT	2311057	Contract Services	N
						11/07/2023 11/07/2023			
	13308	**MN COUNTIES COMPUTER COOPERATIVE**			**5,662.39**	**1** Transactions			
	5189	**MN DEPT OF HEALTH VITAL STATISTICS**							
45		05-420-640-0000-6264			40.00	[redacted]	2910372	Paternity Costs	N
						01/30/2024 01/30/2024			
	5189	**MN DEPT OF HEALTH VITAL STATISTICS**			**40.00**	**1** Transactions			
	19423	**MN SECRETARY OF STATE - NOTARY**							
46		05-430-700-0000-6241			120.00	NOTARY COMMISSION	BUEKE.MICHELLE	General Administration	N
						02/01/2024 02/01/2024			
	19423	**MN SECRETARY OF STATE - NOTARY**			**120.00**	**1** Transactions			
	114170	**NOODLE SOUP**							
47		05-451-470-0000-6435			102.41	PUBLIC HEALTH SUPPLIES	202498	Public Health Supplies	N
						08/07/2023 08/07/2023			
	114170	**NOODLE SOUP**			**102.41**	**1** Transactions			
	5649	**NORDBY/HEIDI**							
48		05-430-700-0134-6335			25.53	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
						01/03/2024 01/22/2024			

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
49		05-430-700-0137-6335		59.57	TRAVEL EXPENSE-MILEAGE 01/03/2024 01/22/2024		Adult Services Travel	N
	5649	**NORDBY/HEIDI**		**85.10**	**2** Transactions			
	6059	**PALMER/RYAN**						
50		05-420-600-0121-6335		307.53	TRAVEL EXPENSE-MILEAGE 01/12/2024 02/02/2024		Financial Travel	N
	6059	**PALMER/RYAN**		**307.53**	**1** Transactions			
	9144	**Peterson/Samantha**						
51		05-430-700-0128-6335		143.38	TRAVEL EXPENSE-MILEAGE 01/25/2024 02/03/2024		Child Prot Staff Travel	N
	9144	**Peterson/Samantha**		**143.38**	**1** Transactions			
	9284	**ROBERTS/MANDY**						
53		05-430-700-0000-6241		12.63	CLIENT MEAL REIMBURSEMENT 01/08/2024 01/17/2024		General Administration	N
52		05-430-700-0128-6335		308.87	TRAVEL EXPENSE-MILEAGE 01/02/2024 01/30/2024		Child Prot Staff Travel	N
	9284	**ROBERTS/MANDY**		**321.50**	**2** Transactions			
	9119	**Snell/Frannie**						
54		05-430-700-0000-6241		10.00	USPS SHIPPING POSTAGE 01/30/2024 01/30/2024		General Administration	N
	9119	**Snell/Frannie**		**10.00**	**1** Transactions			
	8703	**Stenson/Elizabeth**						
55		05-451-480-0000-6335		91.79	TRAVEL EXPENSE-MILEAGE 01/03/2024 01/31/2024		Worker Travel	N
	8703	**Stenson/Elizabeth**		**91.79**	**1** Transactions			
	7930	**STRAND/TERESA**						
56		05-430-700-0127-6335		219.92	TRAVEL EXPENSE-MILEAGE 01/03/2024 01/31/2024		Mh Travel	N
	7930	**STRAND/TERESA**		**219.92**	**1** Transactions			
	7558	**SWENSON/MICHELLE**						
57		05-430-700-0134-6335		41.35	TRAVEL EXPENSE-MILEAGE 01/03/2024 01/31/2024		DD Worker Travel	N
58		05-430-700-0137-6335		96.47	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N

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	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name	1099
					01/03/2024 01/31/2024			
	7558	**SWENSON/MICHELLE**		**137.82**	**2** Transactions			
	8486	**VAN DEN HEUVEL/STACY**						
59		05-430-700-0127-6335		85.76	TRAVEL EXPENSE-MILEAGE		Mh Travel	N
					01/05/2024 01/26/2024			
	8486	**VAN DEN HEUVEL/STACY**		**85.76**	**1** Transactions			
	9261	**Wiger/Annalise**						
60		05-451-440-0000-6335		160.80	TRAVEL EXPENSE-MILEAGE		Mileage/Travel	N
					01/08/2024 01/29/2024			
	9261	**Wiger/Annalise**		**160.80**	**1** Transactions			
	8918	**WILKINSON/LEIGH**						
61		05-430-700-0134-6335		21.74	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
					01/10/2024 01/31/2024			
62		05-430-700-0137-6335		50.73	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
					01/10/2024 01/31/2024			
	8918	**WILKINSON/LEIGH**		**72.47**	**2** Transactions			
	3746	**WINTERFELDT/KAY**						
63		05-451-430-0000-6335		75.04	TRAVEL EXPENSE-MILEAGE		Worker Travel	N
					01/03/2024 01/16/2024			
	3746	**WINTERFELDT/KAY**		**75.04**	**1** Transactions			
	9885	**ZIEGLER/SAMANTHA**						
64		05-430-700-0127-6335		256.65	TRAVEL EXPENSE-MILEAGE		Mh Travel	N
					01/08/2024 02/02/2024			
	9885	**ZIEGLER/SAMANTHA**		**256.65**	**1** Transactions			
5 Fund Total:				**36,912.74**	**Health And Human Services**	**43 Vendors**	**70 Transactions**	
Final Total:				**36,912.74**	**43 Vendors**	**70 Transactions**		

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Recap by Fund	Fund	Amount	Name
	5	36,912.74	Health And Human Services
	All Funds	36,912.74	Total

Approved by, ...

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Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **12**
Title of Item for Consideration: Application for Exempt Permit – Knights of Columbus 15227	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: None.	

Background: The current application is from the Knights of Columbus 15227, so that the applicants can conduct a lawful raffle on September 19, 2024. The Knights of Columbus 15227is a non-profit organization.

Attachments:

- LG220 Application for Exempt Permit – Knights of Columbus 15227
- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Knights of Columbus 15227's application to Conduct a raffle at their event on September 19, 2024. The recommended motion is as follows:

"Move to approve the Knights of Columbus 15227's resolution to conduct a raffle at their event on September 19, 2024."

Implications of Action: Approving tonight's action would allow the Knights of Columbus 15227 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: Knights of Columbus Council 15227

Previous Gambling Permit Number: [redacted]

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any: [redacted]

Mailing Address: PO Box 132

City: Taylors Falls State: MN Zip: 55084 County: Chisago

Name of Chief Executive Officer (CEO): Troy Aanonsen

CEO Daytime Phone [redacted] CEO Email: [redacted]

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

Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☑ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

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

☑ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 14200 316th Street

Check one:

☑ City: Lindstrom Zip: 55045 County: Chisago

☐ Township: Zip: County:

Date(s) of activity (for raffles, indicate the date of the drawing): September 19, 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.

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: City of Lindstrom

Signature of City Personnel: Kay Mattson

Title: Finance Director Date: 2/8/24

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

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

Print Name: Troy Aanonsen

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

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

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

X a copy of your proof of nonprofit status; and

X application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

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

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

An equal opportunity employer

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. 24/0221-XX
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE KNIGHTS OF COLUMBUS 15227

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 Town Hall located at 14200 316th St., Lindstrom, MN 55045.

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

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

Approved: February 21, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request For Board Action

Meeting Date: February 21, 2024	***Item Number:*** **13**
Title of Item for Consideration: Voting Grant Allocation Agreement	
Action Requested by: Bridgitte Konrad	***Department:*** Chisago County Auditor-Treasurer
Previous Action on this Matter: None.	

Background: During the 2023 Legislative Session the Voting Operations, Technology and Elections Resources Account was established. This establishes a fund for annual appropriations for the Secretary of State to distribute funds to the counties to help defray the costs of election administration. The County's 2023 allocation was $13,480. That amount is divided into three different categories:

- 50% retained by the County for election administration costs - $6,740.09
- 25% for absentee voting. Because the County administers absentee voting this amount is retained by the County. $3,370.04
- 25% to municipalities based on number of registered voters unless there is an agreement for the County to retain the funds. $3,370.04

The municipalities were given the option to receive their allocation (range $41 to $602) or to enter into an agreement for the County to retain funds. If they retained funds, they would be required to report to me annually on the use of the funds and I then am required to report that information to OSS. Because the County provides their equipment, programming, printing, etc. all of the municipalities have agreed for the County to retain the funds and returned executed Voting Operations, Technology and Election Resources Account Allocation Agreement.

***Attachment(s)*:**

- Voting Operations, Technology & Election Resources (Voter) Account County/ Municipality Allocation Agreement

Action Requested/Recommended: It is respectfully requested that the County Board approve the Voting Operations, Technology and Election Resources Account Allocation Agreements with all of the municipalities in the County. Attached is the agreement language along with the Distrubtion Table showing how the $3,370.04 would be allocated. The suggested motion is as follows:

"Move to approve the Voting Operations, Technology and Election Resources Account Allocation Agreements with all municipalities in the County."

Implications of Action: By approving the agreement, the County to retain the funds and returned executed Voting Operations, Technology and Election Resources Account Allocation Agreement.

Budget/Financial Implications: The annual allocation will help to defray the costs of administering elections in the County

***Legal/Policy Implications*:** By authorizing the agreements the statutory requirement of Minnesota

Law 2023, Chapter 62, Article 4, Section 6 will be met.			
Administrator's Recommendation			
Approve C EB	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

STATE OF MINNESOTA
VOTING OPERATIONS, TECHNOLOGY & ELECTION RESOURCES (VOTER) ACCOUNT
COUNTY/ MUNICIPALITY ALLOCATION AGREEMENT

This Agreement (hereinafter "Agreement") is made on this _____ day of _____, 2023 between Chisago County ("County"), and City of North Branch ("Municipality"), to allocate VOTER Account funds consistent with the following, Recitals and Terms and Conditions:

Recitals

1. Pursuant to the Minnesota Laws 2023, Chapter 62, Article 4, section 6, Minnesota Statutes Section 5.305 was created to establish and provide for the Voting Operations, Technology, and Election Resources (VOTER) Account.
2. The VOTER Account is funded by annual state appropriations that are allocated to the the Office of the Secretary of State, hereinafter the OSS, subject to a requirement that the OSS distribute the state funds no later than July 20 of each year to each county consistent with the allocation provided in said statute.
3. The OSS has issued the VOTER Account Overview that identifies the annual VOTER Account allocation to each county and the total annual VOTER Account allocation to the County will be $13,480.17.
4. Upon receipt of funds, the County and Municipality must agree on a distribution plan for allocating funds from the account which must be used for expenditures directly related to election administration.
5. The amount allocable to the municipalities is based upon its proportion of registered voters within the County.
6. The OSS has made a default allocation using May 1, 2022 registered voter numbers.
7. Under the OSS default allocation,the Municipality would receive a maximum annual distribution in the amount of $_____as reflected on the VOTER Account Distribution Table–Chisago County, attached hereto as Exhibit 1. Said distribution must be spent on qualifying expenditures described in the Agreement and in accordance with all federal and state laws authorizing these expenditures.
8. County is responsible for elections within its county and Municipality operates polling places within its jurisdiction.

Terms and Conditions

1. ***Effectiveness of Agreement***

1.1. ***Effective date.*** This Agreement is effective on August 30, 2023, or the date all required signatures have been affixed to the agreement by County and Municipality, whichever is later.

1.2 ***Annual Renewal.*** This Agreement shall remain in effect and renew annually until such time that the County or the Municipality notifies the other party in writing of its desire to terminate the Agreement. The termination will be effective December 31 of the year of notice, for the subsequent year's allocation.

1.3 ***Application of terms.*** Municipality agrees to be subject to the obligations applicable to County in the Agreement set forth in said agreement.

2. ***Allocation of VOTER Account Funds and Municipality Waiver of Allocation***

2.1. ***Allocation determination.*** The Municipality agrees to receive no direct allocation while this Agreement remains in effect. The Municipality's allocation amount as provided by the OSS default allocation will

instead be retained and spent by the County for qualifying expenditures of the County and the Municipality as referenced in this Agreement.

2.2. ***Allocation methodology.*** The County will utilize the provided OSS default allocation as a consistent and equitable distribution of VOTER Account funds for qualifying expenditures for all municipalities.

3. ***Use and Maintenance of VOTER Account Funds***

3.1. ***Municipality authorization.*** Municipality authorizes County to expend the allocated amount for authorized purposes on behalf of Municipality.

3.2. ***Segregation of funds.*** County must segregate all funds in an election funding account.

3.3. ***Maintenance of funds.*** County must maintain the funds in the segregated account until spent for any authorized purposes described in the Agreement.

3.4. ***Authorized purposes.*** County may use the funds provided under the Agreement for expenditures directly related to election administration as defined in Minnesota Statutes section 5.305.

3.5. ***Reporting requirements.*** County agrees to provide any required information to OSS to meet reporting requirements outlined in statue for all funds expended for each calendar year by December 31 annually.

4. ***Authorized Representatives***

County's Authorized Representative is:

Name	Bridgitte Konrad
Title	County Auditor-Treasurer
Address	313 North Main Street, Room 271, Center City, MN 55012
Phone	651-213-8500
Email	elections@chisagocountymn.gov

Municipality's Authorized Representative is:

Name:	_____
Title:	_____
Address:	_____
Phone:	_____
Email:	_____

If either Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, parties must notify each other of the change.

(Signatures on the following page.)

5. Signatures and Certification

County and Municipality certify that the appropriate person(s) have executed the Agreement on behalf of County and Municipality as required by applicable resolutions or ordinances.

CHISAGO COUNTY		**MUNICIPALITY <Insert Name>**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Attest:		Attest:	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Reviewed and Approved as to Form:

JANET REITER
COUNTY ATTORNEY

By: _____
Jeffrey B. Fuge,
Assistant County Attorney
Date:_____

VOTER Account Distribution Table-Chisago County

Registered Voters As of 4/28/2022
2023 Voter Account Funds Received $ 13,480.17

50% Retained by County $ 6,740.09
25% Retained by County for AB $ 3,370.04
25% to Municipalities based of VR $ 3,370.04

Precinct Name	Voter Count	Per Reg Voter $ 0.09	
AMADOR TWP	643	$	57.34
CENTER CITY	464	$	41.38
CHISAGO CITY	3888	$	346.72
CHISAGO LAKE TWP (N)	1675	$	149.37
CHISAGO LAKE TWP (S)	1893	$	168.81
FISH LAKE TWP	1565	$	139.56
FRANCONIA TWP	1278	$	113.97
HARRIS	749	$	66.79
LENT TWP	2177	$	194.14
LINDSTROM	3344	$	298.20
NESSEL TWP	1385	$	123.51
NORTH BRANCH P-B	1874	$	167.12
NORTH BRANCH P-C	2907	$	259.23
NORTH BRANCH P-A	1978	$	176.39
RUSH CITY	1305	$	116.37
RUSHSEBA TWP	566	$	50.47
SHAFER	666	$	59.39
SHAFER TWP P-A	787	$	70.18
SHAFER TWP P-B	28	$	2.50
STACY	968	$	86.32
SUNRISE TWP	1458	$	130.02
TAYLORS FALLS	703	$	62.69
WYOMING	5490	$	489.58
	37791	**$**	**3,370.04**

Chisago County Request For Board Action

Meeting Date: February 21, 2024	***Item Number:*** **14**
Title of Item for Consideration: Authorization for County Auditor-Treasurer to Transfer Funds and to Approve Annual Carryover of Dedicated Funds	
Action Requested by: Kristin Waddell, Chief Deputy Auditor – Treasurer	***Department:*** Auditor-Treasurer
Previous Action on this Matter: None.	

Background: Governmental Accounting Standards give the County Auditor-Treasurer authority to designate the restricted and assigned dedicated funds for the County Balance Sheet. However, in order to easily track these funds a budget adjustment to the current budget needs to be made and for transparency purposes the Board should approve these adjustments that outline the carryover amounts from the 2023 budget into the 2024 budget.

Attachment(s):

- Budget Adjustment Request

Action Requested/Recommended: The County Board is respectfully requested to approve the transfers and budget adjustments. The following motion is recommended.

"Move to approve the Public Safety Aid – Budget Carryover."

Implications of Action: If the transfers and budget adjustments are approved our financial reporting requirements will be adhered to.

***Budget/Financial Implications*:** None

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Budget Adjustment Request

this form MUST be completed electronically

2024
year

Department Name: AUDITOR-TREASURER

Department Head: KRISTIN WADDELL

Reason and description of the proposed change to the Budget:

TO ADJUST 2024 BUDGET FOR DEDICATED FUNDS CARRIED OVER FROM THE 2023 BUDGET

	Yes/No
Is this proposed budget change a net expenditure to the county?	YES
If yes, can other expenditures be cut from this department to offset this net expenditure?	
If a net expenditure, can this change be deferred until next budget year?	

Auditor-Treasurer's comments:

	Account #					Additional $ Amounts	
Account Description	Fund	Dept	Program	Service	Object	Revenue	Expenditure
SHERIFF PUBLIC SAFETY AID - BUDGET CARRYOVER	01	220	111	0000	6898		(1,138,241)
Total Revenue & (Expenditures)						$0	(1,138,241)
Net Revenue/ (Expenditure) change vs. Current Budget							(1,138,241)

	YES	NO		*dd/mo/yr*
County Administrator approval			Date	
Board approval			Date	

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

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: February 14, 2024
Re: **February 21, 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 February 21, 2023, meeting.

Action Items:

1. Receive Directors Report
2. Annual Policy and Procedures Resolution – Planning Commission & Board of Appeals and Adjustment
3. Sunrise Prairie Regional Trail Pay Voucher #3
4. Lower St. Croix Watershed Based Implementation Plan Work Plan Amendment
5. 2024 Aquatic Invasive Species Prevention Aid Program

Informational Item(s):

Board of Adjustment and Appeals:
The regularly scheduled Board of Adjustment meeting is scheduled for Thursday, February 29, 2024, at 7:00 p.m. at the County Government Center. The tour of the Board's agenda items is scheduled for Wednesday February 28th departing at 8:15 a.m. from Public Works at 31325 Oasis Road, Center City. Items for consideration during the meeting include:

1. Property owner Brody Halseth is requesting a Variance to exceed the maximum allowable amount of accessory storage space in the Rural Residential II (RRII) District. The 7.13± acre subject site is located at 50491 Arbor Avenue W. in Nessel Township, S20, T37, R22 (PID 06.00397.03).
2. Property owner Christopher Perry is requesting an after-the-fact Variance to allow a detached accessory structure closer to the centerline of a County State Aid Highway than required and to allow said structure to exceed the height of the dwelling 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).

3. Trustees Scott & Teresa Simmons are requesting a Variance to enlarge and intensify a non-conforming structure closer to the Ordinary High Water Level than required in the Rural Residential II (RRII) District / Shoreland Management District. The .31± acre subject site is located at 32770 N. Center Court in Chisago Lake Township, S22, T34, R20 (PID 02.01084.00).

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

1. Property owners William & Victoria Stegmeir and applicants Megan Stegmeir & Sierra Stukenholtz are requesting approval of a Preliminary Plat involving the creation of two lots from a 19.90± acre tract of land. The subject site is zoned Agricultural (AG) District and located at 15626 392nd Street in Amador Township, S13, T35, R20 (PID 01.00252.00).

General Department Informational Item(s):
Revenue associated with land use and construction permit activity thru January 31, 2024, is $71,637 or 7.7% of projected 2024 revenue. The general permit activity tabulations report table for January is attached for review. Note that Lent Township has been removed and consolidated as the City of Stacy.

The January Chisago Lakes Lake Improvement District elections have concluded. Several candidates filed for office and the successfully elected LID Board members include Steve Paquay and Meg Levasseur. Both newly elected members were incumbents, and each will be serving a full four (4) year term.

The CLLID Board via Administrator Elfelt has sought legislative assistance and appropriations support from Senator Korans office for $175,000 in support of North Center Lake/Lindstrom Lake channel improvement efforts. The Senators Office has drafted legislative proposals in support of this request.

The candidate screening and hiring process to fill the Code Enforcement position recently vacated due to retirement is complete. New enforcement officer Dan Cahill started employment with the county on February 5th. The successful timing of the hire has afforded us the advantage of a 2 weeks overlap orientation with retiree Putman and we are excited to add Dan to the ESD team.

Building Summary: Year to Date (YTD)																
Location	New House		Additions/Alterations		Mechanical		Accessory		Commercial		Multi-Family		Septic Systems		Septic Certifications	
	Jan	YTD	Jan	YTD	Jan	YTD	Jan	YTD	Jan	YTD	Jan	YTD	Jan	YTD	Jan	YTD
Amador	-	-	3	3	1	1	-	-	-	-	-	-	-	-	-	-
Chisago Lake	1	1	6	6	2	2	-	-	-	-	-	-	-	-	-	-
Fish Lake	1	1	1	1	3	3	1	1	-	-	-	-	-	-	1	1
Franconia	-	-	1	1	-	-	1	1	1	1	-	-	-	-	-	-
Nessel	-	-	2	2	1	1	-	-	-	-	-	-	-	-	1	1
Rushseba	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-
Shafer	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-
Sunrise	-	-	7	7	2	2	1	1	-	-	-	-	-	-	-	-
Center City	-	-	1	1	-	-	-	-	-	-	-	-	-	-	-	-
Chisago City	-	-	8	8	8	8	1	1	-	-	-	-	1	1	1	1
City of Harris	-	-	-	-	1	1	-	-	-	-	-	-	-	-	-	-
City of Lindstrom	1	1	7	7	3	3	1	1	1	1	-	-	-	-	-	-
Rush City	-	-	-	-	1	1	1	1	-	-	-	-	-	-	-	-
City of Shafer	-	-	1	1	-	-	-	-	-	-	-	-	-	-	-	-
City of Stacy	-	-	2	2	4	4	-	-	-	-	-	-	-	-	1	1
City of Taylors Falls	-	-	1	1	-	-	-	-	-	-	-	-	-	-	-	-
Totals:	4	4	41	41	26	26	6	6	2	2	-	-	2	2	4	4
*City of Stacy and Lent Township Merged: Listed as City of Stacy														Total Permits		85





Chisago County Parks and Trails

Annual Report 2023

5 COUNTY PARKS

2 REGIONAL TRAILS

1 PARK RESERVE

Our Vision:

"A park and trail system focusing on diverse natural resources and the recreational needs of Chisago County residents and visitors."

Chisago County MINNESOTA

CHISAGO COUNTY PARKS AND TRAILS DIVISION

Mission Statement:

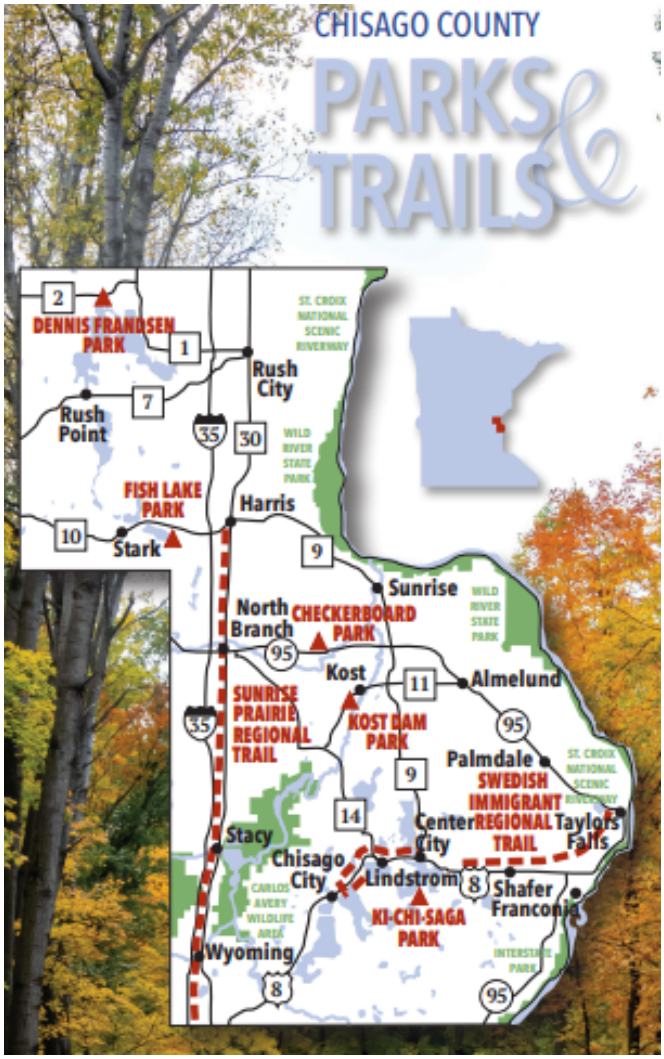
"Protect the natural resources, balance the demand for recreation with the need for conservation, offer recreation opportunities that encourage healthy lifestyles and provide clean, safe and accessible places for leisure time activities."

Chisago County Board of Commissioners

Commissioners	District	Term
Jim Swenson	1	1/3/2023-12/31/2026
Rick Greene	2	1/3/2023-12/31/2026
Marlys Dunne (Vice Chair)	3	1/3/2023- 12/31/2026
Ben Montzka (Chair)	4	1/3/2023-12/31/2024
Dan Dahlberg	5	12/7/2022- 12/31/2024

Chisago County Parks Advisory Commission

Commissioners	District	Term
John Pantelis	1	01/03/2023-12/31/2025
Jolene Willie (Vice Chair)	2	01/05/2022-01/04/2025
Gregg Carlson (Chair)	3	01/05/2021-01/05/2024
Monica Wick	4	01/05/2021-01/05/2024
Allen Siedow	5	01/04/2022-01/04/2025
Dan Dahlberg (Liaison)	5	12/7/2022- 12/31/2024



Chisago County Parks and Trails

Chisago County Parks system includes 5 parks, 2 regional trails and a park reserve that provide access to area rivers, Lakes and natural areas. Enhancement, improvement and continued expansion of the parks and trail systems will continue to be our main focus for residents and visitors.

Chisago County Parks and Recreation Staff

Name	Position
Joseph R. Tart	Parks Director
David B. Johnson	Parks Maintenance Lead
Nicole A. Hawley	Office Support Specalist

Chisago County Park Acreage Distribution

Fish Lake Park, total acres----------152
Area developed for active use (Approximate)----------25

Checkerboard Park, total acres----------120
Area developed for active use (Approximate)----------7

Kost Dam Park, total acres----------27
Area developed for active use (Approximate)----------5.4

Ki-Chi-Saga Park, total acres----------97
Area developed for active use (Approximate)----------24

Dennis Frandsen Park, total acres----------117
Area developed for active use (Approximate)----------7

Sunrise Prairie Regional Trail, total acres----------180
Area developed for active use (Approximate)----------45
Total miles of maintained trails (Approximate)----------18.5
Total Trailhead Rest Area acres (Approximate)----------5.5

Swedish Immigrant Regional Trail, total acres----------42
Area developed for active use (Approximate)----------24
Total miles of maintained trails (Approximate)----------6.7
Total Trailhead Rest Area acres (Approximate)----------.5

North Sunrise Park Reserve----------154
Area developed for active use (Approximate)----------0
Total area (square feet) of land rented to others (Approximate)--------576,000



PERSONNEL

In 2023 Chisago County Parks season staff include several new hires along with returning employees for the Parks Maintenance and Collection Attendant positions. Five of the ten seasonal staff positions were filled with returning employees.

Chisago County Sheriff Department helped assist and inform parks division as a point of contact for disturbances and vandalism on related park properties throughout the 2023 season.

Chisago County Shelter Reservations

(3-year comparison)

Chisago County Park Shelters	2021	2022	2023
Checkerboard Park	2	4	2
Kost Park	4	1	5
Dennis Frandsen Park	10	7	11
Ki-Chi-Saga Park #1	9	9	12
Ki-Chi-Saga Park #2	2	0	1
Fish Lake Park #1	21	23	19
Fish Lake Park #2	24	23	26
Totals	72	67	76



Chisago County Fish Lake Parking Permits Sold

2023 Parking Permits	2021	2022	2023
Daily Parking Permits	2,583	2,349	2,675
Season Parking Permits	217	179	283
1/2 Price Season Parking Permits	120	86	53

Programs- Special Events

Purpose

Chisago County Parks and Trails encourages environmental, educational and recreational programs throughout the Parks and Trails system. Many organizational groups, schools and associations play an active role to provide these services and opportunities to residents.

Notable Special Events

Chisago County Parks and Trails hold several special events throughout each year. Below is a list of calendar events scheduled in 2023.

MS 150 Bike Race

- Date: 6/11/2023
- Location: Sunrise Prairie Regional Trail
- Comments: The MS 150 is a two-day bike events covering 150 miles, approximately 75 miles each day.



Cross Country Meet: Ki-Chi-Saga County Park

- Dates: 9/19/23 & 10/17/23
- Location: Ki-Chi-Saga County Park
- Comments: High School Cross County Meet



Cross Country Meet: Dennis Frandsen County Park

- Dates: 9/21/23
- Location: Dennis Frandsen County Park
- Comments: High School Cross County Meet

LARA Soccer: Jamboree

- Dates: 8/19/23
- Location: Ki-Chi-Saga County Park
- Comments: LARA Tournament

Sporting Events

Lakes Area Recreation Association (LARA)- **Lacrosse**

- Dates: April- July 2023
- Participants: 73 Players
- Comments: Lacrosse Season- 5 field requested for all teams

Lakes Area Recreation Association (LARA)- **Summer Baseball Season**

- Dates: May- July 2023
- Participants: 120 Players
- Comments: Baseball Season- Field #1 & #3 requested for user groups 9U, 10U and 11U teams

Lakes Area Recreation Association (LARA)- **In-House Soccer**

- Dates: July- August 2023
- Participants: 516 Players
- Comments: Lacrosse Season- Soccer Season- 4 fields requested for all teams

Lakes Area Recreation Association (LARA)- **Flag Football Season**

- Dates: September- October 2023
- Participants: 160 Players
- Comments: Lacrosse Season- Youth Flag Football Season- Fields requested for14 teams

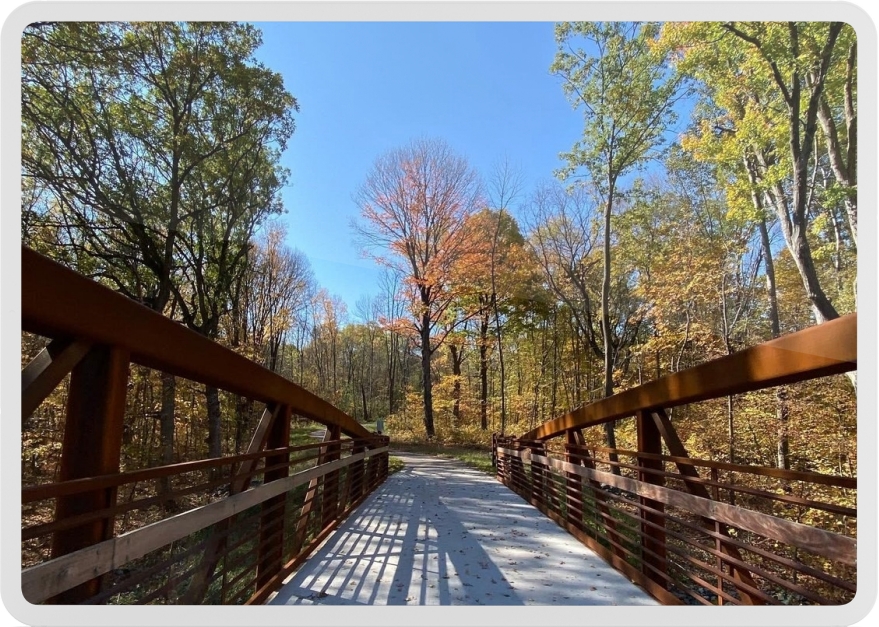
Lakes Area Recreation Association (LARA)- **Fall Baseball Season**

- Dates: September- October 2023
- Participants: 12 Players
- Comments: Traveling Baseball Season- Field #2 requested for 11U team



County Parks 2023 Goals

The goal of Chisago County Parks was to continue to strive, achieve and accomplish goals set forth within the Parks and Trails Comprehensive Plan. The 2023 season was an exciting year for the Parks Division with many unique and challenging projects on the horizon. Staff worked extensively to prepare and finalize projects for which turned out to be a highly productive year. Funding received by the American Rescue Plan Act and Capital Improvement Plan allowed us to expand and enhance are great parks system.



2023 Accomplishments

Outside of our structured facility maintenance practices and administrative duties, the following are a few accomplishments:

Ki-Chi-Saga County Park

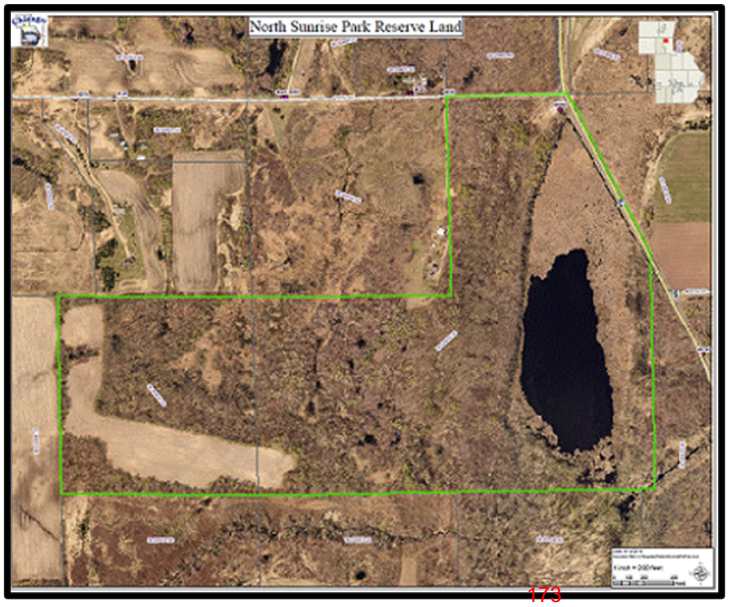
- The Parks Department added a swing set to the play equipment area. The added swing set includes an expression swing.
- The Parks department updated the equipment storage building with a new roof and exterior paint.
- Signage was updated throughout the park.
- Construction began on new concession/restroom building along with new septic system.
- Construction of the new 3.5 mile single-track mountain bike course began in November.






North Sunrise Park Reserve

- In 2023, 19 hunters applied for either archery, shotgun or muzzleloader seasons for a variety species which included: small game, deer, waterfowl, or turkey. Hunting packets were created and sent to approved hunters that included: applications, approval letters, maps, and hunting passes at the 154-acre County owned Park Reserve that functions as a wildlife management area.



Kost Dam County Park

- The new playground border was installed.
- Signage was updated throughout the park.
- Restrooms and picnic tables were repainted.



Checkerboard County Park

- 1020 tons/730 yd of gravel was delivered to grade the road.
- The Parks Department updated and improved the playground equipment.
- Signage was updated throughout the park.



Dennis Frandsen County Park

- 1020 tons/730 yd of gravel was delivered to grade the road.
- The Parks department restained the exterior and painted the interior of the restroom.
- The walking bridge was rebuilt.
- Signage was updated throughout the park.

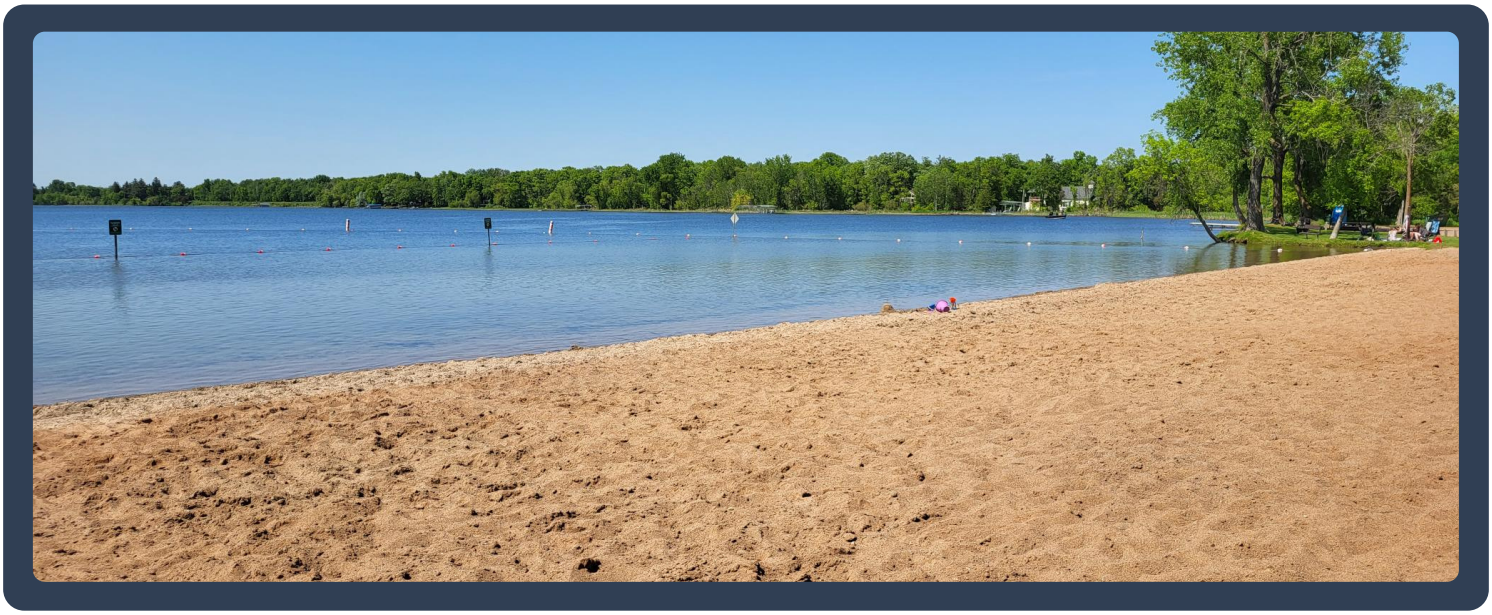






Fish Lake County Park

- Signage was updated throughout the park.
- Parks Department applied for regional designation.
- Additional sand was added to swimming beach.
- The dock at the swimming area was repaired.
- Installed new volleyball posts and netting.









Swedish Immigrant Regional Trail

- 1.5 miles of this trail was repaired due to rough bituminous conditions.
- Erosion control measures were added to Bridge 2 &3, including 6 Subgrade Rock Checks and Native Erosion Mitigation.





Sunrise Prairie Regional Trail

- Segment G, from North Branch to Harris, was completed.
- 515-ft of the SPRT was removed with subgrade corrections south of Wyoming.
- A new logo was designed for the Sunrise Prairie Regional Trail.



SUNRISE PRAIRIE REGIONAL TRAIL

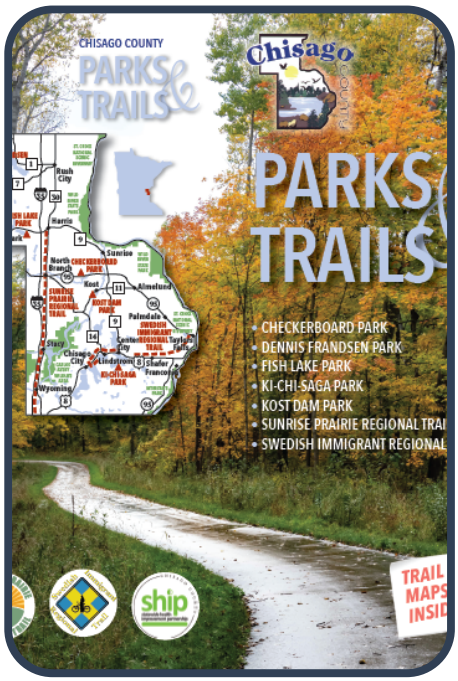


Segment G Trailhead

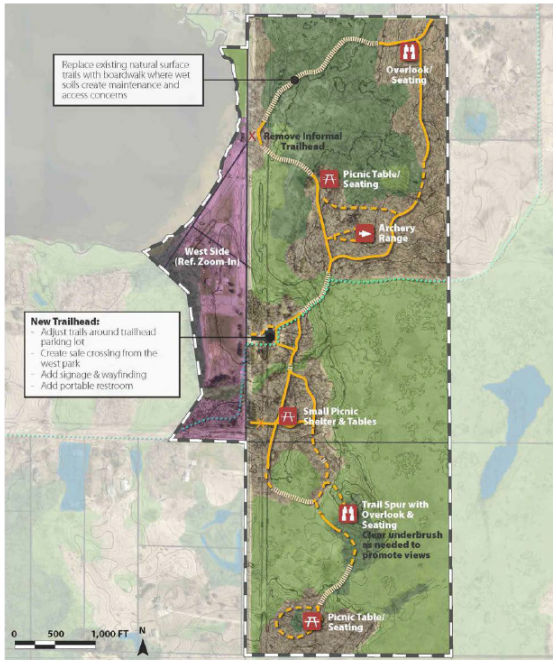
Subgrade Corrections

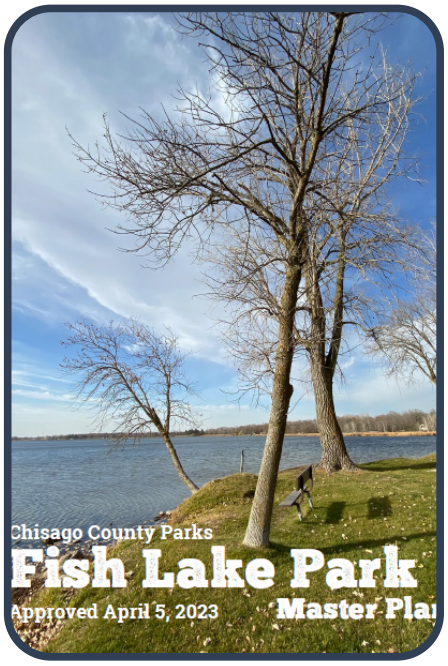
2023 Administrative Accomplishments

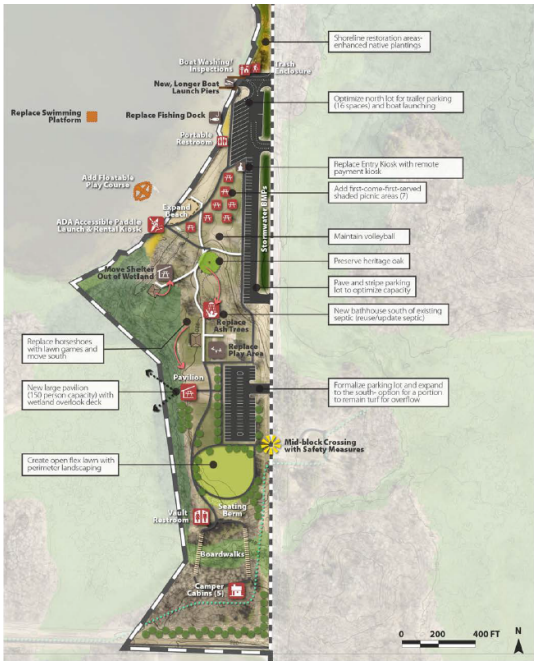


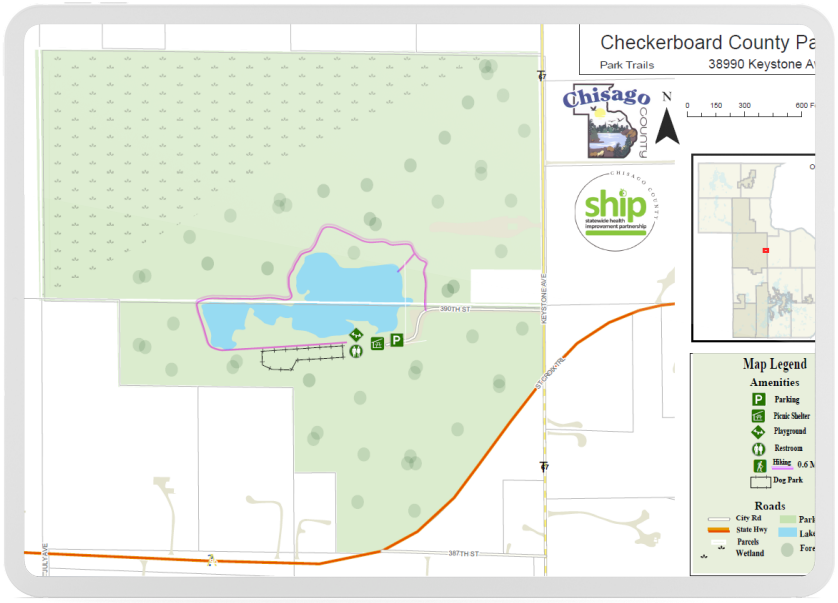


- New facility well was drilled at the Park's maintenance shop.
- Created new Parks and Trail brochure.
- Parks and Trails sign inventory document was created.
- Fish Lake Master Plan was completed.
- Trail maps for all 5 parks were created.
- An online calendar was created for all field reservations at Ki-Chi-Saga Park.







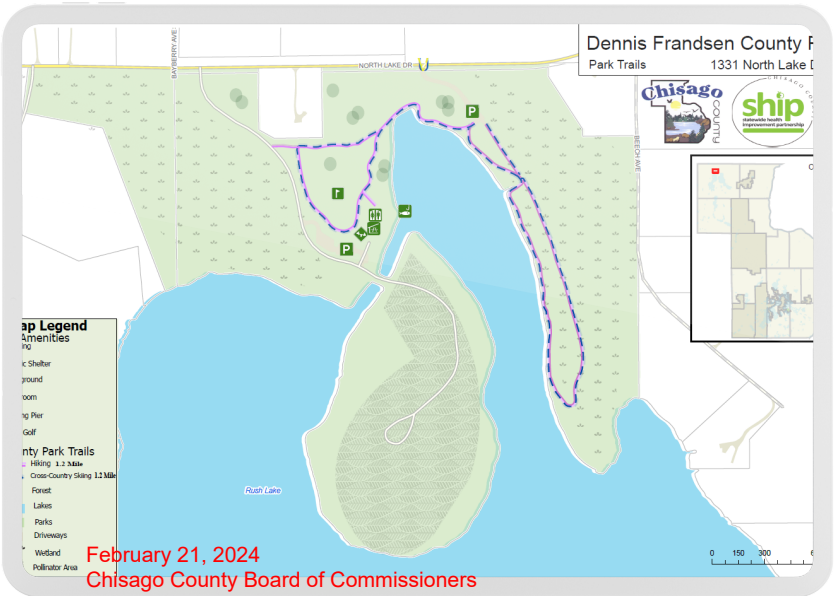


Checkerboard Park

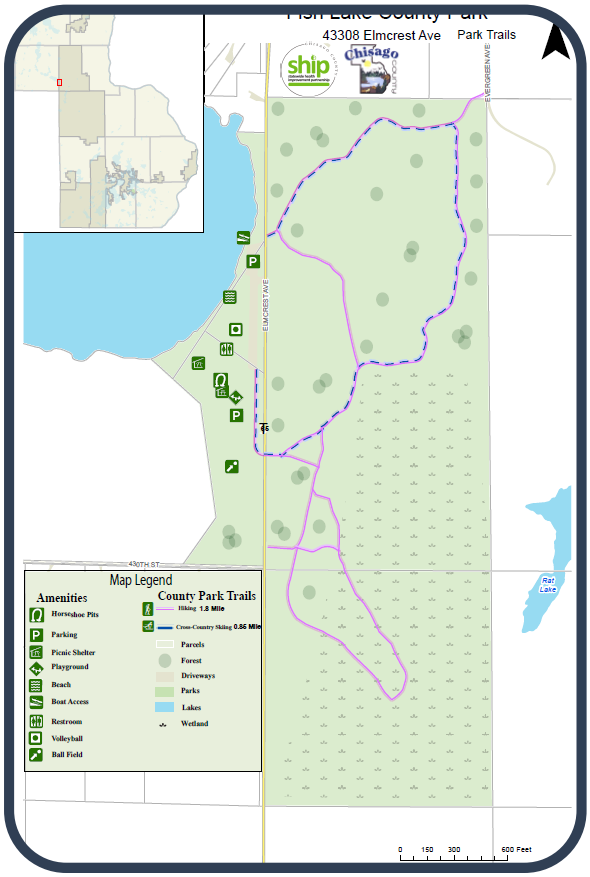
Kost Dam Park

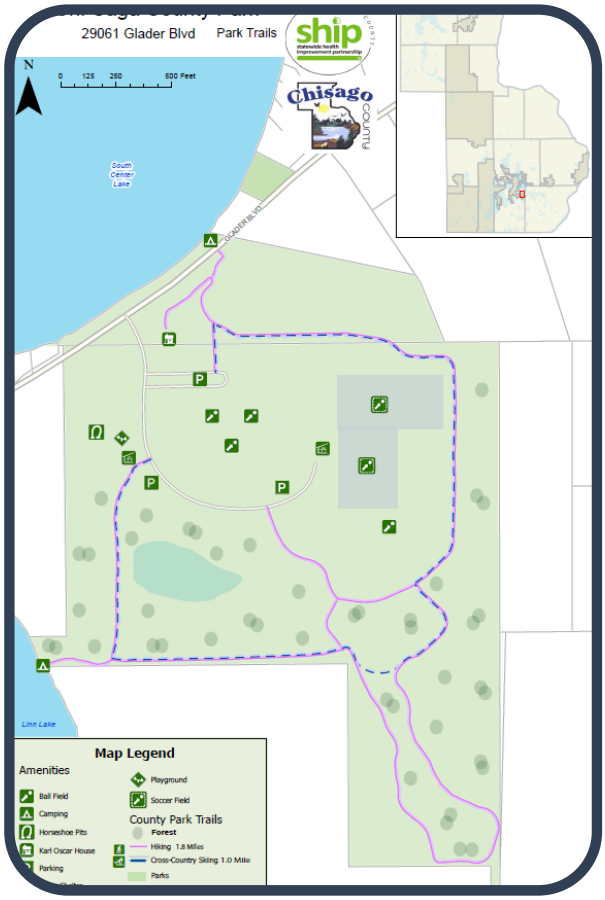


Dennis Fransden Park



Fish Lake Park





Ki-Chi-Saga Park

2023 Sign Project

The Parks Department partnered with Gateway Signs in Stacy to update all the signage in the Chisago County Parks system. Below are examples of signs that were recently updated.













Government Surplus Auction- 2023

No park items sold in auction in 2023.

Financial and Usage Summaries

Credit Card Transactions

3 Year Comparison

Month	2021	2022	2023
January	$0.00	$95.00	$0.00
February	$60.00	$135.00	$0.00
March	$95.00	$195.00	$0.00
April	$400.00	$425.00	$350.00
May	$550.00	$860.00	$395.00
June	$745.00	$570.00	$1,165.00
July	$395.00	$570.00	$445.00
August	$70.00	$595.00	$660.00
September	$245.00	$375.00	$120.00
October	$60.00	$0.00	$75.00
November	$0.00	$0.00	$0.00
December	$0.00	$60.00	$0.00
TOTAL	$2,620.00	$3,880.00	$3,210.00
Total # of Transactions	47	59	58

2023 Parks and Trails- Capital Items

Account	Description	Spent	Completed
ENVS-01114	Ki-Chi-Saga Playground Swing	$14,976.80	9/18/2023
ENVS-0115	Parking Lot Gravel & Grading	$19,000.50	6/13/2023
ENVS-0116	SIRT Pavement Repair	$3,500.00	5/15/2023
ENVS-0118	Parks 1998 Tractor Trailer Replacement	$12,708.75	5/11/2023
ENVS-0119	Parks 2001 Trailer Replacement	$3,103.75	5/11/2023
ENVS-0239	Parks Maintenance Facility Well	$13,939.00	6/2/2023
ENVS-0241	SPRT Subgrade Corrections	$40,500.00	10/18/2023
ENVS-0111 (Carry Over)	Fish Lake Plan/Design Services	$15447.50	4/13/2023
ENVS-0105 (Carry Over)	SIRT- Erosion Control Measures	$22,552.18	11/6/2023



Trailer Replacement



SIRT Pavement Repair



SPRT Subgrade Corrections

2023 Parks and Trails- Year End Budget

Account Name	2023 Budget	Budget Spent
Per Diem In Lieu of Salaries	$2,750.00	$2,865.00
Postage	$100.00	$0.00
Services and Charges	$8,000.00	$4,655.35
Publicity Subscriptions and Dues	$1,00.00	$1,020.22
Conferences, Training and Dues	$1,200.00	$1,190.00
Contract Services	$37,000.00	$34,958.33
Equipment Maintenance and Repair/Machinery & Equipment	$9,000.00	$8,860.06
Ground Maintenance	$25,000.00	$22,757.94
Mileage	$1,000.00	$794.98
Rental and Service Agreements	$8,200.00	$7,217.75
Machinery and Equipment Rental	$2,000.00	$439.94
Office Supplies	$1,200.00	327.94
Repairs and Maintenance Supplies	$10,500.00	$10,233.49
Gas and Oil	$23,100.00	$12,733.22
Furniture and Equipment	$450.00	$0.00



2023 Parks and Trails- Year End Parks Revenue

Shelter	$4,080.00
Athletic Fees	$8,800.00
Special Use Permits	$900.00
Property Lessees	$371.00
Concession Agreements	$140.00
Fish Lake Collections	$15,482.26
Camping	$15.00
Tournaments	$300.00
Actual Park Revenue	$30,088.26

Parks Township Dedication Fund

Chisago County Zoning Ordinance allows for a per lot cash fee as provided under Statue #394.25 Subd. 7. Starting in 2004 county policy has provided 75% of the funds collected to townships upon request to provide for park land acquisition and capital improvements within the parameters set forth by this statue. The remaining 25% is used by Chisago County Parks for trail connectivity.
Several townships have used designated park funds over the past seventeen years for a variety of park improvements in their respective townships.

Chisago County Townships	Balance Available
Amador Township	$8,400.95
Chisago Lakes Township	$39,842.18
Fish Lake Township	$13,383.40
Franconia Township	$92,200.00
Lent Township	$0.50
Nessel Township	$30,000.00
Rusheba Township	$31,200.00
Shafer Township	$13,993.19
Sunrise Township	$32,400.00
TOTAL	$212,555.51

Chisago County Township Requests

No Township Request were submitted during the 2023 calendar year.

Chisago County Request For Board Action

Meeting Date: February 21, 2024	***Item Number:*** **16**

Title of Item for Consideration: Annual Planning Commission and Board of Adjustment and Appeals Policy on Meeting Order and Procedure

Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning - on behalf of the Chisago County Planning Commission and Board of Appeals and Adjustment

Previous Action on this Matter: The County Board most recently previously adopted amendments to Planning Commission and Board of Adjustment and Appeals procedures on meeting order and general procedure on February 15, 2023.

Background: Current policy states that the Planning Commission and Board of Adjustment and Appeals shall review the *Policy on Commission/Board Structure, Meeting Order and General Procedure* and that any changes or amendments agreed to by a majority vote of each body shall be recommended to the County Board for adoption.

Pursuant to said policy, staff presented the policy to the Planning Commission on January 4, 2024, and Board of Adjustment & Appeals on January 25, 2024, each meeting being their respective first meetings of the year. Generally minor recommendations for adjustment were discussed by each body and are represented on the attached "track changes" [new language underlined and deleted language ~~struck~~] copy of the resolution. Of note, and more substantive, is the Conflict of Interest language modifications within *Section 7 Voting and Recommendations*. Both bodies requested attorney review and enhancement of this section and the resulting recommended language was prepared and is presented by the County Attorney's.

Staff recommends accepting all tracked changes and approval of the resolution as presented and/or may be amended at the discretion of the County Board.

Attachment(s):

- Proposed Planning Commission and Board of Adjustment and Appeals Policy 2024 [proposed new language underlined and deleted language ~~struck~~]

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the repeal and replacement of Resolution No. 23/0215-1 with Resolution No. 24/0221-1 as recommended by the Chisago County Planning Commission and reviewed by the Board of Adjustment and Appeals. The suggested motion to approve this action is as follows:

"Move to repeal Resolution No. 23/0215-1 and adopt Resolution No. 24/0221-__ as the "Chisago County Planning Commission and Board of Adjustment and Appeals Policy on Commission / Board Structure, Meeting Order and General Procedure" as presented and/or as amended at tonight's meeting.

Implications of Action: Recommended Board action repeals and replaces prior years policy with the recommended updates from the Planning Commission and Board of Adjustment and Appeals. The stricken and inserted language as denoted within the attacked copy will be fully accepted as presented.

Budget/Financial Implications: None. ***Legal/Policy Implications***: Development of the proposed resolution has been carried out in direct coordination with the affected Commission and Board. The County Attorneys office reviewed and prepared the conflict of interest provisions as presented.

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

RESOLUTION NO. 24/0221-____
A RESOLUTION OF THE BORD OF COMMISSIONERS OF CHISSAGO COUNTY, MINNESOTA, APPROVING PLANNING COMMISSION AND BOARD OF ADJUSTMENT AND APPEALS POLICY ON COMMISSION/BOARD STRUCTURE, MEETING ORDER AND GENERAL PROCEDURE

SECTION 1. PURPOSE
The purpose of this policy is to provide a set of operating procedures for the Planning Commission and Board of Adjustment and Appeals, and to establish a code of ethics and conduct.

SECTION 2. ANNUAL REVIEW
This policy shall be reviewed annually by the Planning Commission and Board of Adjustment and Appeals, and any changes or amendments agreed to by a majority vote of each body shall be recommended to the County Board for adoption.

SECTION 3. REGULAR MEETINGS
Regular meetings shall be held at the Chisago County Government Center or other Officially Noticed location at 313 North Main Street, Center City, Minnesota. The meeting schedule shall be as follows:

- Planning Commission shall be held on the first Thursday of each month.
- Board of Adjustment and Appeals shall be held on the last Thursday of each month.

The usual meeting time shall be 7:00 PM unless otherwise noticed. At such meetings, the Commission/Board may consider all matters properly brought before the Commission/Board. A regular meeting may be cancelled or rescheduled by the Commission/Board or by County Staff (in which there are no planning applications) or in observance of a recognized holiday conflict. Rescheduled meetings shall require a motion of new meeting date.

SECTION 4. SPECIAL MEETINGS
Special meetings of the Planning Commission or Board of Adjustment and Appeals may be called by the Zoning Administrator who shall designate the time, place and purpose of the meeting. Notice of special meetings must conform to the Minnesota Open Meeting Law. Written or email notice, thereof shall be given to all members not less than 24 hours in advance of the special meeting except in the case of an emergency.

SECTION 5. QUORUM
In order for any meeting to be called to order, a quorum is identified as a majority of members present and remotely attending. In each case the minimum required for the Planning Commission quorum would consist of four (4) members and the Board of Adjustment and Appeals quorum would be three (3) members present. During the course of any meeting, a majority of members must be present to take action on any matter before the Commission/Board.

SECTION 6. MEETINGS AND THE OPEN MEETING LAW
In accordance with the Minnesota Open Meeting Law (Minnesota Statute Chapter 13D), all official meetings shall be open to the general public. An "official" meeting is any gathering, or simultaneous or serial communication (via email, telephone or otherwise), between a quorum of members for the purpose of considering the public business of the Planning Commission or Board of Adjustment and Appeals. Informal gatherings and communications such as site visits and conference telephone calls, therefore, may constitute an official meeting. The Planning Commission or Board of Adjustment and Appeals may exclude the public from its meeting only in certain very limited cases identified in the Open Meeting Law with the guidance of the County Attorney.

SECTION 7. VOTING AND RECOMMENDATIONS

~~At all meetings of the Planning Commission, each member attending, with the exception of the ex officio Chisago County Board member, shall be entitled to cast one vote on matters before the Planning Commission. At all meetings of the Board of Adjustment and Appeals, each member attending shall be entitled to cast one vote on matters before the Board. In the event that any member shall have a conflict of interest, as determined by the County Attorney, concerning a matter then before the Commission or Board, he/she shall disclose his/her interest and be disqualified from any discussion or vote upon the matter, and the minutes shall reflect no participation by such member. The affirmative vote of a majority of members in attendance shall be necessary for the adoption of any resolution or other voting matter. The results of any vote shall be recorded, listing those voting Aye and those voting Nay. All recommendations shall be sent to the County Board by means of written minutes and shall include the record of the division of votes on each recommendation.~~

(A) **Voting**. At all meetings of the Planning Commission, each member attending, with the exception of the *ex officio* Chisago County Board member, shall be entitled to cast one vote on all issues unless a particular issue involves a conflict of interest. At all meetings of the Board of Adjustment and Appeals, each member attending shall be entitled to cast one vote on matters before the Board, unless a particular issue involves a conflict of interest. The affirmative vote of a majority of members in attendance shall be necessary for the adoption of any resolution or other voting matter. The results of any vote shall be recorded, listing those voting Aye and those voting Nay. All recommendations shall be sent to the County Board by means of written minutes and shall include the record of the division of votes on each recommendation.

(B) **Conflict of Interest**.

1. A member has a conflict of interest in any matter or application before the Commission or Board where he or she has a direct personal or business interest in the matter pending before the Commission or Board or where he or she has an indirect interest in the matter through association or affiliation with the person or business that has brought the pending matter. A member who believes he or she may have a conflict of interest may consult with and obtain a confidential legal opinion from the County Attorney's Office as to whether he or she has a conflict of interest which should be disclosed and from which he or she should disqualify himself or herself.

2. Any question on whether a particular issue involves a conflict of interest sufficient to disqualify a member from voting thereon shall be decided by a majority vote of the attending members except the member who is being challenged. Any person may, in person or in writing, challenge whether any member may have a conflict of interest. Upon any such challenge, the Planning Commission and Board of Adjustment shall decide the question pursuant to the above stated rule. A member who was not present at the hearing of any matter to come before the Commission or Board, may not vote on the same matter, nor any absent member record his vote upon any question.

3. Any member, who believes he or she may have a conflict of interest concerning the matter or application then before the Commission or Board, shall disclose his/her interest and disqualify himself or herself or seek a ruling as provided above. Such member shall leave his or her seat while the Commission/Board takes up the issue of disqualification.

4. Upon a member disqualifying himself or herself or upon disqualification by majority vote as provided above, such member shall not participate as a Commission or Board member in such matter or application in public hearing, deliberation and decision. The Chair shall declare that the

member is absent during the proceedings on such matter or application and the minutes shall reflect the member as absent by abstention and took no participation.

5. Any member who is disqualified by reason of a conflict of interest may remain in the meeting room and take a seat in the gallery while the Commission or Board takes up such application. The member may give testimony and other evidence during the public hearing whether in support of or opposition to such pending application and the member may remain in the meeting room, if he or she chooses, while the Commission or Board deliberates and decides on such application. The member may be allowed to return to his or her seat only after the Commission or Board has reached a decision on such application or moves on to other business.

SECTION 8. REGULAR PROCEEDINGS

(A) At any regular meeting, the following shall be the regular order of business:

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Agenda
4. Minutes of the Preceding Meeting(s)
5. Receipt of Materials and Submissions
6. Public Hearings - New Applications
7. Public Hearings - Continued Hearings
8. Old Business
9. New Business
10. Communications and Reports
11. Miscellaneous
12. Adjournment

The order of business may be varied by the presiding officer, but no public hearings shall be held at an earlier time than specified in the notice of hearing.

(B) Each formal action of the Planning Commission or Board of Adjustment and Appeals required by law, rules, regulations or policy shall be embodied in a formal vote duly entered in full in the official minutes after an affirmative vote as provided in Section 7 hereof and may be accompanied by written findings of fact.

SECTION 9. AGENDA AND DEADLINE FOR AGENDA

(A) **Purpose**. The agenda of a meeting serves two important functions: it focuses deliberations by determining what matters will be considered at the meeting, when each matter will be considered, and the context in which each matter will be considered; and, it serves as the public's only guide to what will be considered at the meeting, how the matter be dealt with, who will participate in the discussion, and when public comment may be made. The agenda should be prepared so as to best achieve these functions.

(B) **Deadlines**. The working agenda for the meeting shall be prepared by the county environmental services staff and shall be closed at noon the Thursday prior to the meeting for preparation purposes.

(C) **Submissions**. Any member may seek to place an item on the agenda by requesting the same to county staff responsible for agenda preparation prior to noon the Thursday prior to the meeting. No item shall be placed on the agenda unless the item is expressed in such a way as to clearly show the subject matter involved.

(D) **Delivery of Agenda to Members**. At least four calendar days before the meeting, the county staff shall provide each member a meeting agenda and all materials related to items on the agenda (e.g., petition, application, plans, staff report, written comments received).

(E) **Agenda Discussion Items - Additions During Regular Meetings**. Additional discussion items may be added to the agenda at the time of adoption/approval of the agenda during the meeting subject to approval by a majority vote of the members present. The additional items may be discussed, but no formal action may be taken.

If a new item of business proposed to be added to the agenda requires staff review (such as rezonings, ordinance amendments, preliminary subdivision plans, and subdivision review procedures and guidelines), involves quasi-judicial procedures (such as a request for a conditional use permit or variance), involves substantive matters of potential public interest (such as the Comprehensive Plan, or other major policies), or requires legal notice elements, the Commission or Board may add the item to the agenda only for purposes of referring it to county staff, or scheduling it for consideration at a later meeting (as appropriate). The Commission may not discuss the substance of the matter or take any final action on the item except at a meeting where the item is included on the distributed agenda.

SECTION 10. MINUTES

(A) **Purpose**. The minutes of the meetings represent the official record of the Commission and Board's deliberations and actions. As such, they record the vote on actions and the reasons for the vote. The minutes also communicate background on the Planning Commission's recommendations to the County Board, provide perspective on issues, and provide a historical record of proceedings. Furthermore, state law requires the Commission and Board to keep full and accurate minutes of all official meetings and requires that those minutes be retained and be available for public inspection by any person subject to the state public records law and the county records retention schedule.

(B) **Duties of Staff Preparing Minutes**. County staff shall prepare minutes of all Planning Commission and Board of Adjustment and Appeals meetings. The minutes shall state:

1. Which members were present and absent, and whether absent members were excused or not excused.

2. A summary of staff and committee reports and recommendations, applicants' presentations, public comments, and the discussion on each item.

3. The content of each principal motion before the Commission or Board, the identity of the person who made and seconded the motion, and the record of the vote on the motion (identifying the vote count and, unless the vote was unanimous, the names of those voting for or against the motion).

SECTION 11. RULES OF PROCEDURE FOR MEETINGS

All meetings of the Planning Commission and Board of Adjustment and Appeals shall be conducted in accordance with the following Rules of Order.

(A) Any motion may be withdrawn at any time before action is taken on it.

(B) When a motion is under debate, no other motion shall be entertained except one to call the question, postpone for consideration to a date certain, or amend. Motions shall take precedence in that order.

(C) All motions shall be carried by a majority vote of the members present and remotely attending.

(D) Only members recognized by the Chair can make motions.

(E) Speaking without recognition of the Chair shall be cause for another member to call "point of order" and the member speaking out of turn must relinquish the floor.

(F) "Call the question" is a motion and must be seconded. It is not debatable and must be voted upon immediately.

(G) "Question" is not a motion but only an indication to the Chair that the person making a statement is ready to have the motion or question put to a vote.

(H) The Chair may direct that a motion be divided if requested by a member.

(I) "Vice voce" means voice vote. All votes shall be taken by voice vote or a show of hands, rather than by paper ballot, except that a ballot vote may be called for at the discretion of the Chair.

(J) Members must limit their remarks to the subject matter being discussed and shall not be repetitious. The speaking order shall be at the discretion of the Chair; however, all members shall be allowed to speak in their turn. Each member, while speaking, shall avoid all personal, indecorous, profane or sarcastic language.

(K) If a motion is unnecessary, unsuitable for consideration, and/or proposed at an inopportune time for the purpose of delaying or embarrassing others, the presiding officer may rule the motion out of order on her/his own initiative.

SECTION 12. MEETING DECORUM

(A) Hats or caps worn at the hearing shall be removed by anyone addressing the Commission or Board.

(B) At no time will the public be allowed to confront the applicant or members of the Planning Commission or Board of Adjustment and Appeals with derogatory language or in an unprofessional manner including the use of profane language. The Chair shall have the discretion to require a person to leave the hearing if this occurs.

(C) Rebuttals to testimony, whether by the public, applicant, staff or Planning Commission or Board of Adjustment and Appeals members will not be allowed.

(D) All electronic communication devices shall be turned off during meetings.

SECTION 13. PUBLIC HEARINGS

(A) A public hearing is a noticed, official hearing, the express and limited purpose of which is to provide an equitable opportunity for the public to speak on matters before the Commission or Board.

(B) For certain matters considered by the Planning Commission and Board of Adjustment and Appeals, a requirement to conduct a public hearing is prescribed by State law, the County's Zoning Ordinances or by County Policy/Resolution.

(C) The Commission or Board may neither deliberate nor take a substantive vote during a public hearing but may ask questions for the sake of clarification of speakers.

(D) Upon the Chair resuming their regular meeting after the close of the public hearing, the Commission/Board may take action upon the matter discussed at the public hearing.

(E) Conduct of Persons Before the Planning Commission and Board of Adjustment and Appeals:

1. During all public hearings required by State law or ordinance, members of the public shall be given reasonable opportunity to speak. A sign-up sheet will be available for those persons wishing to testify at the hearing. Members of the public that wish to testify shall first state their names for the record. In order to promote meeting efficiency, the Chair may discourage duplicative testimony and may place reasonable time limits, generally three (3) minutes, on the amount of time that individuals have to speak. 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. Where a comment is irrelevant, inflammatory, disruptive or prejudicial, the Chair may instruct the Commission or Board to "disregard" the comment, which nevertheless remains in the public record.

2. During all regular and special meetings, the public may be present but shall remain silent unless specifically invited by the Chair to provide comment.

3. During all proceedings, members of the public have the obligation to remain in civil order. Any conduct which interferes with reasonable rights of another to provide comment or which interferes with the proper execution of Commission affairs may be ruled by the Chair as "out-of-order" and the offending person directed to remain silent. Once, having been so directed, if a person persists in disruptive conduct, the Chair may order the person to leave the Planning Commission meeting or hearing. Where the person fails to comply with an order to leave, the Chair may then call upon civil authority to physically remove the individual from the chamber.

4. The Chair may impose additional limits or rules upon members of the public as permitted by Section 15.

(F) Additional Rules of Procedure for Public Hearings

1. **Public Hearing Format**. Public hearings shall be conducted in the following manner:

   (a) The presiding officer calls the public hearing to order and declares the time of opening.

   (b) It is the intent of the Planning Commission and Board of Adjustment and Appeals to open all public hearings at the predetermined and published time. From a practical standpoint, not all hearings can be opened at their designated time. The presiding officer may delay the start of a hearing until the business at hand is acted upon, in any manner, by the Commission or Board. However, in no circumstances can a hearing be opened prior to the predetermined and published time.

   (c) The presiding officer shall read, from the hearing notice, the details on the hearing sufficient to provide the public a general understanding of the purpose and procedures for the hearing, and the fact that the hearing is their exclusive or primary opportunity to provide input to the county on the subject.

   (d) County staff and/or a county staff consultant make a presentation or report on the subject

matter for the hearing at the direction of the presiding officer.

(e) The applicant (if any) may make a presentation or report on the subject matter for the hearing at the direction of the presiding officer.

(f) The presiding officer asks Commission or Board members if they have questions of the applicant, consultant or staff, if any.

(g) The presiding officer announces that input will be received from the citizens, requesting that each speaker provide a name, noting any applicable time limits for comment from individual members of the public, any other applicable rules and explaining the procedure for enforcement of such rules.

(h) After members of the public have spoken, the presiding officer requests a motion to:

i. Close the public hearing, and the Planning Commission or Board of Adjustment and Appeals votes on the motion. Once the hearing is closed, the record is complete and no further ~~public~~ input or evidence from the public shall be allowed.

ii. Continue a public hearing. If the Commission or Board votes to continue the hearing to a date certain, the presiding officer shall, in consultation with staff, select and announce a time and date certain for the continued public hearing. No additional publication or notice requirements are needed if a hearing is continued to a later date. However, no public hearing may be continued more than once without re-notice and publishing the time, date and location of the hearing.

(i) The Planning Commission or Board of Adjustment and Appeals addresses the subject matter through deliberation, questions to ~~citizens~~ applicants and/or their representative and staff, and reactions and statement of position on the subject.

(j) If the public hearing is closed, the Planning Commission or Board of Adjustment and Appeals may take action on the application before them. The Commission or Board may formulate a recommendation which outlines the parameters under which an approval would be granted or a denial. The reasons and conditions shall be stated in the motion or resolution for approval or denial. Continuation of an action may occur in the event insufficient information is present to make a decision or the record needs to be reviewed to draft written findings consistent the decision subject to 60-day law.

Note: A public summary of policy for Section 11 - Rules of Procedure, Section 12 - Meeting Decorum, Section 13 - Public Hearings, and Section 15 - Duties of Officers shall be posted and made available at every meeting.

SECTION 14. OFFICERS

The officers of the Commission and Board shall consist of a Chair and a Vice-Chair elected by the membership at the annual meeting for a term of one year. In the absence of the Chair and Vice-Chair, the remaining members shall elect a Temporary Chair for that respective meeting.

SECTION 15. DUTIES OF OFFICERS

The Chair is a voting member of the Planning Commission and Board of Adjustment and Appeals and may make motions. In addition, the duties and powers of the officers of the ~~Planning~~ Commission or

Board shall be as follows:

(A) Chair

1. To preside at all meetings of the Commission/Board.
2. To see that all actions of the Commission/Board are properly taken.
3. To invoke a reasonable time limit for speakers during any public hearing in the interest of maintaining focus and the effective use of time.
4. To provide for the selection of one or two spokespersons to represent groups of persons with common interests during public meetings and hearings.
5. To order an end to disorderly conduct and direct law enforcement to remove disorderly persons from meetings or hearings.
6. To schedule a second official public hearing meeting or other continued meeting in the event that a meeting or public hearing cannot be concluded by a reasonable hour in the judgment of the Chair subject to 60-day law.
7. The presiding officer has the responsibility to facilitate discussion by the Commission/Board. This may occur in a variety of ways, including:
   - Interpret and apply rules of procedure.
   - Decide whether motions are properly made.
   - Decide whether motions are in order.
   - Decide when to recognize speakers.
   - Call for motions or recommend motions.
   - Expel disorderly persons from the meeting.
   - Enforce speaking procedures.

(B) Vice-Chair

During the absence, disability or disqualification of the Chair, the Vice-Chair shall exercise or perform all the duties and be subject to all the responsibilities of the Chair.

(C) Staff

Staff of the Chisago County Environmental Services Department shall be responsible as follows:

1. To give staff reports as deemed necessary including, but not limited to sample findings for consideration of the Commission and Board, and recommendations for action.
2. To give or serve all notices required by law or by these procedures herein.
3. To cancel or postpone regularly scheduled meetings.
4. To prepare the agenda for all meetings.
5. To be custodian of records.
6. To inform the Commission or Board of correspondence relating to business and to attend to such correspondence.
7. To handle funds allocated to the Commission and Board in accordance with its directives, the law and county regulations.
8. To take the minutes of all meetings for typing and filing into the appropriate archive.

SECTION 16. MEMBER PARTICIPATION

(A) An absence from three or more regular meetings in one calendar year may be considered grounds for removal by the County Board.

(B) Members should inform the Chair and Zoning Staff of any planned absence as far in advance as possible and, to the extent possible, no later than before the end of business day of the regular scheduled meeting in the event of an unplanned absence. This advance notification allows Zoning Staff to confer with the Chair regarding a cancellation of the meeting due to a lack of a quorum.

(C) If a member arrives after the start of any agenda item, they shall abstain from participating in the consideration or the vote on that pending matter.

SECTION 17. MEMBER REMOTE ATTENDANCE

(A) A Member may remotely attend a meeting only upon making an advance written request and approval by the Chair at his or her sole discretion, provided that no member shall remotely attend more than three (3) regular meetings and three (3) special meetings in any one year, unless authorized in advance by majority vote of the County Board.

(B) A member seeking to remotely attend a meeting must make the written request to Zoning Staff no less than two weeks in advance of the meeting in which the remote attendance would occur and the written request should specify the reason for the remote attendance. The Chair may not allow more than two members to remotely attend a regular meeting at any one time and any issue concerning remote attendance shall be resolved by the Chair at his or her sole discretion.

(C) Once approved by the Chair the notification and posting of remote attendance shall be in accordance with State Statute 13D.015 and Section 13D.02 and Open Meeting Law and all remote attendance must be consistent with the Open Meetings Law.

SECTION 18. RECORDING DEVICES

Electronic recording devices, television cameras, or equipment used by the electronic media will be placed in accordance with the direction of the Chair and will be used in an unobtrusive manner so that its presence will not interfere with the conduct of the meeting.

SECTION 19. AMENDMENTS

These rules shall not be repealed, waived or amended except by a majority vote of the Chisago County Board of Commissioners.

Chisago County Request For Board Action

Meeting Date: February 21, 2024	***Item Number:*** **17**
Title of Item for Consideration: Sunrise Prairie Regional Trail - Segment G Construction Project No. 13-SPT-23 Partial Payment to Knife River	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Parks

Previous Action on this Matter: An extension of the Sunrise Prairie Regional Trail from North Branch to the City of Harris is under construction. On February 7, 2023, the County received and tabulated nine (9) competitive construction bids for the Segment G Construction Project No. 13-SPT-23. The lowest responsible bid received was from Knife River at $1,221,929.03. The project was awarded to Knife River on February 15, 2023.

Background: Construction of segment G of Sunrise Prairie Regional Trail from the current termination of at 410th Street in North Branch to the City of Harris intersection at County Road 10 progressed in a successful manner. General project completion occurred in Fall of 2023. Staff requests authorization and approval to process and pay (contractor invoice/pay voucher #3 to Knife River) as attached.

***Attachments*:**

- Knife River Pay Voucher 3-2/2/2024

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve payment of Knife River invoice/pay voucher request # 3. The following motion is suggested:

"Move to approve payment for Sunrise Prairie Regional Trail Segment G Construction Project No. 13-SPT-23 Invoice/Pay Voucher #3 order request from Knife River."

Implications of Action: Immediate project construction payment will be issued.

Budget/Financial Implications: The Segment G project construction costs are funded thru the State Legacy grant award and local match funds that are dedicated to this project. Additional funding from the Chisago County Fund Balance in the amount of $13,299.42 was necessary and included the February 2023 project award. On September 6, 2023, the County Board of Commissioners approved an additional funding amount of $70,000 towards this project.

Legal/Policy Implications: This partial payment construction services payment is in accordance with the established development contract.

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

Sunrise Prairie Regional Trail **Pay Voucher 3**

Client: Chisago County 313 No Main St RM 400 Center City, MN 55012-9663	**Contractor:** Knife River Corporation - North Central 4787 Shadow Wood Drive NE Sauk Rapids, MN 56379

WSB Project No.: 019856-000
Client Project No.: 13-SPT-23
State Project No.:
Federal Project No.:

Contract Amount		**Funds Encumbered**	
Original Contract	$1,221,929.03	Original	$1,221,929.03
Contract Changes	$61,250.00	Additional	N/A
Revised Contract	$1,283,179.03	Total	$1,221,929.03

Work Certified To Date	
Base Bid Items	$1,092,308.86
Contract Changes	$58,975.00
Material On Hand	$0.00
Total	$1,151,283.86

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
$417,296.23	$1,151,283.86	$57,564.19	$697,288.25	$396,431.42	$1,093,719.67
		Percent Retained: 5%			Percent Complete: 89.72%

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By WSB

Signature

2/2/2024

Date

Approved By Knife River Corporation - North Central

Tom Dobrick

Signature

2/2/24

Date

Approved By Chisago County

Signature

Date

Payment Summary				
No.	**Up Through Date**	**Work Certified Per Voucher**	**Amount Retained Per Voucher**	**Amount Paid Per Voucher**
1	06/20/23	$333,969.54	$16,698.48	$317,271.06
2	09/07/23	$400,018.09	$20,000.90	$380,017.19
3	01/31/24	$417,296.23	$20,864.81	$396,431.42

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
County	$1,151,283.86	$57,564.19	$697,288.25	$396,431.42	$1,093,719.67

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	County	$396,431.42	$1,283,179.03	$1,221,929.03	$1,093,719.67

Contract Item Status

Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	$53,000.00	1	0.25	$13,250.00	1	$53,000.00
2	2101.502	CLEARING	EACH	$190.00	38	0	$0.00	38	$7,220.00
3	2101.502	GRUBBING	EACH	$125.00	38	0	$0.00	38	$4,750.00
4	2101.505	CLEARING	ACRE	$2,912.16	3.7	0	$0.00	3.7	$10,774.99
5	2101.505	GRUBBING	ACRE	$2,912.16	3.7	0	$0.00	3.7	$10,774.99
6	2104.502	REMOVE PIPE APRON	EACH	$100.00	20	3	$300.00	17	$1,700.00
7	2104.502	REMOVE SIGN	EACH	$25.00	3	0	$0.00	0	$0.00
8	2104.502	SALVAGE BOULDER	EACH	$35.00	39	0	$0.00	0	$0.00
9	2104.502	SALVAGE SIGN	EACH	$25.00	12	0	$0.00	0	$0.00
10	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	$25.00	1	0	$0.00	0	$0.00
11	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	$6.00	1482	0	$0.00	1462	$8,772.00
12	2104.503	REMOVE METAL CULVERT	L F	$10.00	596	196	$1,960.00	506	$5,060.00
13	2104.503	REMOVE CURB & GUTTER	L F	$6.00	111	0	$0.00	30	$180.00
14	2104.503	SALVAGE FENCE	L F	$5.00	371	0	$0.00	0	$0.00
15	2104.504	REMOVE CONCRETE PAVEMENT	S Y	$5.00	101	0	$0.00	134.4	$672.00
16	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	$3.50	749	243	$850.50	886.8	$3,103.80
17	2104.518	REMOVE CONCRETE WALK	S F	$2.00	333	330	$660.00	330	$660.00
18	2106.507	EXCAVATION - COMMON (P)	C Y	$4.50	8441	2871	$12,919.50	8441	$37,984.50

Contract Item Status

Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
19	2106.507	EXCAVATION - MUCK (P)	C Y	$9.00	2891	0	$0.00	0	$0.00
20	2106.507	EXCAVATION - SUBGRADE (P)	C Y	$6.00	272	92	$552.00	272	$1,632.00
21	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	$8.50	3170	0	$0.00	2092	$17,782.00
22	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	$8.00	17508	5954	$47,632.00	17508	$140,064.00
23	2112.604	SUBGRADE PREPARATION (P)	S Y	$0.80	19352	6580	$5,264.00	19352	$15,481.60
24	2118.507	AGGREGATE SURFACING (CV) CLASS 2	C Y	$35.00	10	0	$0.00	0	$0.00
25	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$100.00	100	0	$0.00	0	$0.00
26	2123.610	1.5 CU YD BACKHOE	HOUR	$140.00	40	0	$0.00	0	$0.00
27	2130.523	WATER	MGAL	$14.69	100	0	$0.00	0	$0.00
28	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	$40.00	3384	1152	$46,080.00	3384	$135,360.00
29	2231.509	BITUMINOUS PATCHING MIXTURE	TON	$120.00	98	38.09	$4,570.80	63.85	$7,662.00
30	2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	$8.50	375	375	$3,187.50	375	$3,187.50
31	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	$96.00	2887	637.8	$61,228.80	2889.39	$277,381.44
32	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	$115.00	496	263.32	$30,281.80	377.88	$43,456.20
33	2501.502	12" GS PIPE APRON	EACH	$200.00	2	0	$0.00	8	$1,600.00
34	2501.502	18" GS PIPE APRON	EACH	$255.00	4	2	$510.00	6	$1,530.00
35	2501.502	12" RC PIPE APRON	EACH	$850.00	2	0	$0.00	2	$1,700.00
36	2501.502	15" RC PIPE APRON	EACH	$910.00	12	0	$0.00	12	$10,920.00
37	2501.502	18" RC PIPE APRON	EACH	$980.00	2	0	$0.00	2	$1,960.00
38	2501.502	24" RC PIPE APRON	EACH	$1,210.00	5	1	$1,210.00	5	$6,050.00
39	2501.503	12" CS PIPE CULVERT	L F	$30.00	123	0	$0.00	268	$8,040.00
40	2501.503	18" CS PIPE CULVERT	L F	$36.00	298	60	$2,160.00	350	$12,600.00
41	2501.503	12" RC PIPE CULVERT CLASS V	L F	$48.00	83	4	$192.00	88	$4,224.00
42	2501.503	15" RC PIPE CULVERT	L F	$54.00	413	0	$0.00	426	$23,004.00
43	2501.503	18" RC PIPE CULVERT	L F	$64.00	154	0	$0.00	120	$7,680.00

Contract Item Status

Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
44	2501.503	24" RC PIPE CULVERT	L F	$80.00	62	8	$640.00	73	$5,840.00
45	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	$54.00	39	0	$0.00	40	$2,160.00
46	2503.602	CONNECT TO INPLACE CULVERT	EACH	$250.00	6	1	$250.00	5	$1,250.00
47	2506.502	CASTING ASSEMBLY	EACH	$850.00	2	2	$1,700.00	2	$1,700.00
48	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	L F	$750.00	3.5	0	$0.00	3.5	$2,625.00
49	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	$750.00	4.2	0	$0.00	4.2	$3,150.00
50	2506.602	ADJUST FRAME & RING CASTING	EACH	$200.00	1	0	$0.00	0	$0.00
51	2511.504	GEOTEXTILE FILTER TYPE 4	S Y	$5.00	51	43	$215.00	43	$215.00
52	2511.507	RANDOM RIPRAP CLASS III	C Y	$120.00	8	8	$960.00	8	$960.00
53	2511.602	PLACE BOULDER	EACH	$50.00	39	0	$0.00	0	$0.00
54	2521.518	6" CONCRETE WALK	S F	$14.80	3639	611.5	$9,050.20	2337.5	$34,595.00
55	2531.503	CONCRETE CURB & GUTTER DESIGN B424	L F	$23.25	1006	492.5	$11,450.63	1049.5	$24,400.88
56	2531.603	CONCRETE SILL	L F	$10.50	1094	334	$3,507.00	706	$7,413.00
57	2531.618	TRUNCATED DOMES	S F	$50.00	147	105	$5,250.00	143	$7,150.00
58	2554.502	GUIDE POST TYPE B	EACH	$95.00	27	0	$0.00	0	$0.00
59	2557.503	WIRE FENCE DESIGN 42V-9322	L F	$32.00	1257	1257	$40,224.00	1257	$40,224.00
60	2557.603	INSTALL FENCE	L F	$11.00	371	0	$0.00	0	$0.00
61	2563.601	TRAFFIC CONTROL	LS	$22,000.00	1	0.25	$5,500.00	1	$22,000.00
62	2564.502	INSTALL SIGN	EACH	$350.00	12	0	$0.00	0	$0.00
63	2564.602	RELOCATE SIGN	EACH	$500.00	1	0	$0.00	0	$0.00
64	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	$250.00	1	0	$0.00	0	$0.00
65	2564.602	DELINEATOR / MARKER	EACH	$75.00	4	0	$0.00	0	$0.00
66	2564.602	DELINEATOR / MARKER PANEL	EACH	$75.00	1	0	$0.00	0	$0.00
67	2564.618	SIGN	S F	$103.50	104	0	$0.00	0	$0.00
68	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	$18,250.00	1	1	$18,250.00	1	$18,250.00

Contract Item Status

Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
69	2572.503	CLEAN ROOT CUTTING	L F	$0.50	5000	0	$0.00	0	$0.00
70	2572.601	TREE PRUNING	LS	$2,500.00	1	0	$0.00	0	$0.00
71	2573.502	STORM DRAIN INLET PROTECTION	EACH	$180.00	5	1	$180.00	1	$180.00
72	2573.502	CULVERT END CONTROLS	EACH	$180.00	10	0	$0.00	0	$0.00
73	2573.503	SILT FENCE, TYPE HI	L F	$4.30	2010	0	$0.00	0	$0.00
74	2573.503	SILT FENCE, TYPE MS	L F	$2.34	2125	0	$0.00	3644	$8,526.96
75	2574.505	SOIL BED PREPARATION	ACRE	$50.00	7.8	0	$0.00	4.5	$225.00
76	2574.508	FERTILIZER TYPE 3	LB	$0.99	114	150	$148.50	150	$148.50
77	2574.508	FERTILIZER TYPE 4	LB	$0.99	1010	0	$0.00	600	$594.00
78	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	$1.99	4921	4300	$8,557.00	6000	$11,940.00
79	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	S Y	$2.34	4670	3200	$7,488.00	3200	$7,488.00
80	2575.505	SEEDING	ACRE	$78.00	7.8	0	$0.00	4.5	$351.00
81	2575.508	SEED MIXTURE 25-131	LB	$10.00	72	70	$700.00	70	$700.00
82	2575.508	SEED MIXTURE 35-221	LB	$28.00	247	193	$5,404.00	333	$9,324.00
83	2575.523	RAPID STABILIZATION METHOD 3	MGAL	$245.00	46	0	$0.00	36.3	$8,893.50
84	2582.503	4" SOLID LINE PAINT	L F	$1.00	632	610	$610.00	610	$610.00
85	2582.518	PAVT MSSG PAINT	S F	$8.00	5	3.5	$28.00	3.5	$28.00
86	2582.518	CROSSWALK MULTI COMP GR IN	S F	$9.00	600	600	$5,400.00	600	$5,400.00
Bid Totals:							**$358,321.23**		**$1,092,308.86**

Project Category Totals

Category	Amount This Voucher	Amount To Date
Base Bid	$358,321.23	$1,092,308.86

Contract Change Item Status

CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	87	2575.508	HYDRAULIC STABILIZED FIBER MATRIX	POUND	$1.75	35000	33700	$58,975.00	33700	$58,975.00

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
Contract Change Totals:									**$58,975.00**		**$58,975.00**

Contract Change Totals				
No.	**Contract Change**	**Description**	**Amount This Voucher**	**Amount To Date**
1	CO	In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions. The Engineer in concurrence with the Chisago County Parks, have agreed that Hydraulic Matrix Type Fiber Reinforced is necessary for seeding and fertilizer to remain in place after installation. The construction plans have this as part of the final permanent seeding, but a bid item was omitted during the bidding process for this material. It is necessary for some type of tackifier or blanket material to be placed over seeding areas where the slope is steep or in ditch bottoms, so the seed remains in place after rain events. This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at negotiated prices.	$58,975.00	$58,975.00

Material On Hand Additions					
Line No.	**Item**	**Description**	**Date**	**Added**	**Comments**

Material On Hand Balance						
Line No.	**Item**	**Description**	**Date**	**Added**	**Used**	**Remaining**

Chisago County Request For Board Action

Meeting Date: February 21, 2024	***Item Number:*** **18**
Title of Item for Consideration: Lower St. Croix River Comprehensive Watershed Management Plan – FY23 Watershed Based Implementation Funding Grant Work Plan Amendment	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services

Previous Action on this Matter: On December 18, 2020, the Chisago County Board of Commissioners adopted Resolution No. 20/1118-2 to adopt the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP – "One Watershed One Plan") and enter into a Joint Powers Agreement for the Implementation of the LSC CWMP.

Also on December 18, 2020, the Chisago County Board of Commissioners appointed then Commissioner Chris DuBose to serve as a representative to the Implementation Policy Committee for the LSC CWMP. The Chisago County Board also appointed Lance Peterson and Mike Mergens as representatives to the Implementation Policy Committee. The current Commissioner Appointee is Dan Dahlberg.

On February 17, 2021, the Chisago County Board of Commissioners approved the Watershed Based Implementation Funding (WBIF) Work Plan for 2021-2022. On May 18, 2022, the Chisago County Board of Commissioners approved the WBIF Work Plan for 2022-2023. On October 5, 2022, the Chisago County Board of Commissioners approved the WBIF Work Plan for 2023 for the Planning Team to make non-substantive changes required by the Board of Water and Soil Resources (BWSR) and designating the Chisago Soil and Water Conservation District as the fiscal agent.

Background: Since December of 2020, Chisago County staff and Board of Commissioner representatives have participated in Steering, Advisory and Policy Committee meetings to develop a Work Plan and Budget for the LSC CWMP Watershed Based Implementation Funding (WBIF).

On October 5, 2023, LSC partners were notified that $7,750,000 in additional FY22-23 WBIF funds were available for local partners to request continued implementation of their LSC CWMPs. At the October 23, 2024 meeting, the LSC CWMP Implementation Policy Committee directed the Steering Committee to develop and submit a request to the Board of Water and Soil Resources BSWR to utilize a portion of these supplemental grant funds. On January 17, BWSR notified the LSC that the partners will receive $167,615.

At their January 22, 2024 meeting, the LSC CWMP Implementation Policy Committee approved recommending that the Lower St. Croix Watershed Partnership local boards approve an amendment to the FY23 Watershed Based Implementation Fund work plan to include $167,615 in supplemental grant funds and to authorize the LSC Steering Committee to direct these supplemental funds toward the Activity(s) that most effectively meet goals of the Lower St. Croix Comprehensive Watershed Management Plan.

According to the Joint Powers Agreement for the Implementation of the LSC CWMP, "*The governing bodies of the Parties shall approve the annual work plan for its implementation. An annual work plan will be approved only through approval of 2/3rd of the governing bodies of the existing Parties."* The amendment of the FY23 WBIF Work Plan is hereby presented for County Board

approval accordingly.

***Attachment(s)*:**

- FY23 Supplemental Watershed Based Implementation Funding Request Memo
- FY23 Supplemental Watershed Based Implementation Funding Request Form
- FY23 Supplemental Watershed Based Implementation Funding Request to BWSR
- Lower St. Croix Comprehensive Watershed Management Plan, Watershed Based Implementation Funding Work Plan FY23
- LSC CWMP Lower St. Croix Watershed Fact Sheet

Action Requested/Recommended: The County Board is respectfully requested to approve. The following motion is suggested:

"Move to accept the recommendation by the Implementation Policy Committee and to approve the Amendment to the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP), FY23 Watershed Based Implementation Funding Work Plan to included $167,615 in Supplemental Grant Funds and Authorize the LSC Steering Committee to Direct these Supplemental Funds toward Activities that meet the goals of the LSC CWMP"

Implications of Action: Recommended Board action will assist in implementing the Lower St. Croix Comprehensive Watershed Management Plan.

Budget/Financial Implications: The LSC CWMP will receive an additional $167,615 in State WBIF grant funding to implement projects as identified in the Work Plan (attached) for years 2022-2023.

***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 _____

BOARD OF WATER AND SOIL RESOURCES

FY22-23 WBIF Supplemental Funds Request

BWSR has $7,750,000 available from the FY22-23 Watershed Based Implementation Funding (WBIF) appropriation. BWSR is soliciting requests for additional funding to implement approved comprehensive watershed management plans*.

Partnerships may request funds if they have previously received WBIF grants and are encouraged to make a request if they are spending previous allocations on plan priorities in a timely way. Partnerships should consult with their board conservationist prior to submitting a request; requests will be considered based on a recommendation by the board conservationist.

Funding will be distributed among recommended requests according to the funding distribution formula previously approved by the BWSR board. The amount each partnership gets will depend on the total amount requested. Use of these funds is governed by the FY22-23 WBIF policy.

*Priority will be given to plans developed under M.S. §103B.801 because all available funds were originally allocated for those plans; funds allocated for other (metro) plan types were fully requested).

Deadline for submitting request is 4:30 PM, Monday, January 8, 2024.

Section 1 - Interest

Watershed (select from list): Lower St. Croix River (non-metro)

☒ We are requesting additional FY22-23 WBIF funds

Section 2 - Request

Indicate anticipated/requested activities and funding amounts in the table below. Provide enough information so the board conservationist can validate that the activity is eligible for WBIF. Once the final dollar amounts for each approved request are known, activities and amounts will be finalized through a grant work plan or work plan revision. Add more rows if needed.

Activity Category (e.g., ag BMPs, forestry practices, wetland restoration/creation) **and brief description**	**Is this an activity in your FY 22-23 WBIF work plan?**	**Amount Requested**

Structural Urban BMP Implementation – Implement urban project(s) in priority area(s).	Yes	$600,000
Non-Structural Ag/Urban Implementation – Implement non-structural BMP(s) in priority area(s).	Yes	$300,000
Wetland Restoration Implementation – Implement wetland restoration(s) in priority area(s).	Yes	$1,000,000
Technical/Engineering – Needed to complete the Structural and Non-Structural activities listed above.	Yes	$184,000
Internal Analyses – Complete an internal analyses of a high priority waterbody.	Yes	$48,700

Total Amount Requested: **$2,132,700**

You may receive less than your request. Please indicate if you would accept partial funding

☒ Yes ☐ No

If applicable, please provide additional information. **Click or tap here to enter text.**

Do you anticipate requesting an extension to current FY22/23 WBIF grant to spend additional funds? Your board conservationist can help verify duration of fund availability.

☒ Yes ☐ No

Requested expiration date: 12/31/2025

Section 3 – Open WBIF Grant Progress

Briefly summarize status of open WBIF grants and anticipated timeline for completion.

FY21 WBIF grant – all funds have been encumbered and were on track to be spent by the original 12/31/2023 deadline. Due to the drought of 2023 the final certification of the SWWD Trout Brook project has been delayed until the summer of 2024 to confirm vegetation establishment. As of 12/20/2023, 77% of the FY23 LSC WBIF grant funds have been encumbered by the LSC WP.

Section 4 – Signatures

By signing the form, the **representative** is submitting the form on behalf of the partnership.

Craig Mell

Partnership Representative — January 3, 2024 — Date

By signing the form, the board conservationist indicates they support the request**.** BWSR will only distribute available funding among the requests with BC support.

Board Conservationist — January 3, 2024 — Date

Process

10/4/2023	BWSR distributes request forms
Fall 2023	Partnerships meet with their board conservationist to determine support for requesting additional funds. Set timelines with partnership and BC so your BC can meet the January 8 deadline to sign and submit the request form.
01/08/2024	**BC submits signed forms to program coordinator by this date! Please plan ahead.**
01/16/2024	BWSR anticipates communicating approved funding amounts.
	Partnership sends an email to the board conservationist including the following: 1) Verify the dollar amount. 2) List work plan items including supplemental proposed measurable outcomes and match documentation. 3) If applicable, verify requested grant extension end date. The BC may ask for additional information to ensure all documentation is in place prior to initiating the grant agreement amendment process in eLINK.

	BWSR initiates the grant agreement amendment in eLINK; partners sign the amendment, work plan is unlocked and revised, BWSR executes amendment and funds are disbursed.

LOWER ST. CROIX WATERSHED
PARTNERSHIP

TO: Lower St. Croix Watershed Partnership Policy Committee

FROM: Lower St. Croix Watershed Partnership Steering Committee

DATE: January 18, 2024

RE: FY22-23 Watershed Based Implementation Funds Supplemental Funds Request

On October 3, 2023, we were notified that $7,750,000 in additional FY22-23 Watershed Based Implementation Funds were available for local partners to request for continued implementation of their Comprehensive Watershed Management Plan. All partnerships with a current WBIF grant were encouraged to submit a request for supplemental funds if they are spending previous allocations on plan priorities in a timely way.

During the October 23 Lower St. Croix Watershed Partnership (LSC) Policy Committee meeting, the Policy Committee directed the Steering Committee to develop and submit a request to MN BWSR to utilize a portion of these supplemental grant funds.

On January 3, 2024, the Steering Committee submitted a request to BWSR for $2,132,700 in supplemental grant funds. On January 17, BWSR notified us that our partnership is approved to receive $167,615. If we accept these funds, they will be added to our existing FY22-23 WBIF grant to be used for plan implementation.

Recommend Policy Committee Action

Recommend that the Lower St. Croix Watershed Partnership local boards approve an amendment to the FY23 Watershed Based Implementation Fund work plan to include $167,615 in supplemental grant funds. Authorize the LSC Steering Committee to direct these supplemental funds toward Activity(s) that most effectively meet goals of the Lower St. Croix Comprehensive Watershed Management Plan.

WILD RIVERS
ST. CROIX CONSERVANCY NAMEKAGON
Formerly the St. Croix River Association

February 1, 2024

Susanna Wilson Witkowski
Water Resource Manager
Chisago County
313 North Main Street
Center City, MN 55012

Dear Ms. Wilson Witkowski:

The Wild Rivers Conservancy of the St. Croix and Namekagon would like to offer our services for aquatic invasive species (AIS) prevention and planning. Currently, The Conservancy is working to implement a watershed-wide AIS Strategic Plan addressing AIS threats in the St. Croix River watershed. We believe it is critical to look at the watershed as a whole, and seek your support to ensure that complementary efforts for AIS prevention and management, as identified in the plan, are carried out in Chisago County.

Our previous efforts have shown that there is a need for continued coordinated efforts to reduce the impacts, slow the spread, and/or reduce the devastation caused by AIS. Looking ahead for 2024, The Conservancy offers to:

- Coordinate with the St. Croix River watershed stakeholders, including those within Chisago County, in achieving the prevention, containment, and control of AIS and their impacts.
- Coordinate information and outreach to targeted audiences in high value areas regarding invasive species. This includes participation in the annual Chisago County Water Festival.
- Coordinate and conduct Zebra mussel veliger sampling on approximately 14 Chisago County lakes/sites. (Specific lakes to be mutually agreed upon).
- Coordinate and conduct Spiny water flea tows on approximately 14 Chisago County lakes/ sites in conjunction with Zebra mussel veliger sampling. (Specific lakes to be mutually agreed upon).
- Facilitate Starry Trek, a citizen science event focusing on learning how to identify and search for starry stonewort, and other aquatic invasive species in area lakes in Chisago County in 2024. We aim to reach 20 volunteers while visiting lakes determined by MAISRC.
- Coordinate and organize a 2024 decontamination blitz weekend, including the Osceola Landing public water access, and other MN DNR stationed accesses to educate and raise awareness of AIS efforts and threats to the public.
- Host at least one regional workshop in Chisago County in the spring of 2024, gathering community scientists, the public, multiple partners, and agencies to learn about and coordinate efforts to address the newest AIS threats to the area.

The Conservancy requests $9,635.00 from Chisago County AIS to support and implement the above goals, strategies, and actions.

Activities and Costs:

Activity	Activity Description	Total Activity Cost	Chisago County AIS Funds Requested
General Support for Regional AIS Coordination	**$3,000.00** for general coordination and inclusion in regional work, this includes the regional AIS workshop for 2024, Decontamination Blitz weekend and public outreach events.	**$3,000.00**	**$3,000.00**
Zebra mussel Early Detection	$1,400 sample processing ($100/ sample, 14 lakes/sites) +$335 mileage (@ $0.67/mi for 500 miles total) +$1,000 sampling time (1 boat driver, 1 sampler @$25/hr each for 40 hrs) **=$2,735.00**	**$2,735.00**	**$2,735.00**
Spiny water flea Early Detection	**$1,400** sample processing ($100/ sample, 14 lakes/sites)	**$1,400.00**	**$1,400.00**
Starry Trek	$2,500.00 coordination & hosting time (50 hrs @ $50/hr) **=$2,500.00**	**$2,500.00**	**$2,500.00**

Wild Rivers Conservancy's mission is to inspire stewardship to forever ensure the rare ecological integrity of the St. Croix and Namekagon Riverway. As the non-profit partner for the Riverway, we work with the National Park Service to support Riverway protection and enhancement, and provide opportunities for people to explore and discover the St. Croix and Namekagon Rivers. We prioritize conservation activities that improve water quality, protect and enhance land, and increase stewardship efforts. The Conservancy is the "go-to" group for addressing issues that affect the St. Croix watershed and this national park. This work aligns with our strategic goal to protect and enhance the natural resources and ecosystems in the St. Croix River watershed.

If you have any questions, please do not hesitate to contact me at (715) 483-3300 or dryun@wildriversconservancy.org or Wild Rivers Conservancy Invasive Species Coordinator, Maria Young at myoung@wildriversconservancy.org

Sincerely,

Deb Ryun

Deb Ryun, Executive Director

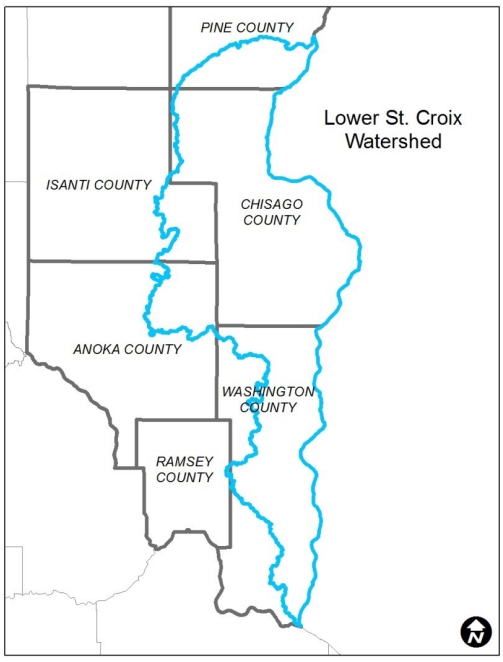
Lower St. Croix — Comprehensive Watershed Management Plan



On November 18, 2020, the Chisago County Board of Commissioners approved the ten-year Lower St. Croix (LSC) Comprehensive Watershed Management Plan (CWMP) and Chisago County Local Priorities Appendix. Since 2017, 16 local government partners have worked together through the One Watershed, One Plan (1W1P) process to protect and restore important or priority natural resources in the LSC watershed.

In September 2023, the Chisago County Board approved adoption of the Rum and Snake River Watershed Management Plans covering Chisago County land that is not part of the LSC CWMP. In 2023, the LSC Partnership held two workshops about clean water, vanishing shorelines, and success stories of lakes recently removed from the state impaired waters list. The shared educator worked with many communities and residents to protect our water resources. To learn more, view the 2023 Education Snapshot Video at: https://youtu.be/uoQnnueiG64

Map of Lower St. Croix Watershed



The Lower St. Croix watershed includes parts of Chisago, Isanti, Anoka, Pine, and Washington counties. The area has 127 lakes, 152,000 acres of wetlands, and more than 1,000 miles of rivers, streams, and ditches.

The new plan seeks to improve the numerous lakes and streams, the St. Croix River, and the quality of groundwater in the watershed. It also strives to protect and restore upland and wetland habitats and provide technical assistance to landowners.

Partners:

- Anoka Soil and Water Conservation District
- Brown's Creek Watershed District
- Carnelian Marine St. Croix Watershed District
- Chisago County
- Chisago Lakes Lake Improvement District
- Chisago Soil & Water Conservation District
- Comfort Lake-Forest Lake Watershed District
- Isanti County
- Isanti Soil & Water Conservation District
- Middle St. Croix Watershed Management Organization
- Minnesota Board of Soil & Water Resources
- Pine County
- Pine Soil & Water Conservation District
- South Washington Watershed District
- Washington County
- Washington Conservation District

For more information on the Lower St. Croix 1W1P, visit www.LSC1w1p.org.

FY23 Lower St. Croix 1W1P
Watershed Based Implementation Funding
Draft eLINK Work Plan (9/14/22)

Grant ID: TBD | Grant Expiration: December 31, 2025

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Grant Activities

This section provides a description of each grant activity. The Lower St. Croix Comprehensive Watershed Management Plan (CWMP) identifies four categories for Watershed Based Implementation Funding (WBIF) use: Implementation – BMPs/Restoration Activities, Implementation – Shared Services, Prioritization & Analysis, and Administration (CWMP, page 16). Additionally, the Board of Water and Soil Resources requires all WBIF grant work plans assign an eLINK activity category to each activity. Table 1 summarizes the ten grant activities and their associated eLINK categories and CWMP categories.

Table 1. Grant Activities and Categories

Activity #	Activity Name	eLINK Activity Category	CWMP Category
1	Structural Ag BMP Implementation	Agricultural Practices	Implementation – BMPs/Restoration Activities
2	Structural Urban BMP Implementation	Urban Stormwater Practices	
3	Non-Structural Ag/Urban Implementation	Non-Structural Management Practices	
4	Wetland Restoration Implementation	Wetland Restoration/Creation	
5	Agronomy Outreach Specialist	Project Development	Implementation – Shared Services
6	Shared Services Education	Education/Information	
7	Technical/Engineering	Technical/Engineering Assistance	
8	Internal Analyses	Planning and Assessment	Prioritization & Analysis
9	Targeting Analyses	Planning and Assessment	
10	Administration/Coordination	Administration/Coordination	Administration

Implementation – BMPs/Restoration Activities

Activity 1: Structural Ag BMP Implementation

eLINK Activity Category: Agricultural Practices

Grant: $140,000

Match: $37,500

Match Source(s): local or landowner funds

Lead Agency: Chisago SWCD, Craig Mell (also the lead for non-structural ag BMP implementation; subcontracts with local partners for specific projects).

Co-lead Agency: Washington Conservation District, Jay Riggs

Priority areas:

- Tier 1: Rock Lake, Rock Creek, Sunrise River, St. Croix River tributaries with direct discharge to the St. Croix River.
- Tier 2: lakes that drain to St. Croix tributaries:
    - Rush and Goose Lakes in Chisago County
    - Forest Lake in CLFLWD (drains to Sunrise River)
- Priority tiers were developed by LSC Planning Team members and submitted to the Policy Committee in the FY21 grant work plan. The Policy Committee approved the FY21 grant work plan containing this tier structure on January 25, 2021.
- The project ranking subcommittee will also consider CWMP Figure 5-1 Vulnerable Groundwater in Agricultural Areas when evaluating potential projects.

CWMP Reference: Page 61

Activity Description: Provide cost-share/incentives for installing or implementing structural agricultural best management practices (e.g., feedlot improvements, buffers, WASCOBs, diversions, lined waterways, grade stabilization structures, vegetative swales, livestock water management, etc.). Project partners will check BWSR eligibility requirements and consult the BWSR Board Conservationist to ensure projects are eligible. NRCS or other BWSR accepted standards will be followed for all practices installed. For feedlot improvement projects, the project partner will complete the BWSR supplemental feedlot worksheet to ensure compliance with BWSR policy for using CWF funds for feedlot improvements. Projects to be chosen through targeting and prioritization process described in Section VII.B and Appendix C of the CWMP.

The target phosphorus load reduction for this Activity is 100 lb/yr.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Activity 2: Structural Urban BMP Implementation

eLINK Activity Category: Urban Stormwater Practices

Grant: $140,000

Match: $37,500

Match Source(s): Local or landowner funds

Lead Agency: Carnelian-Marine-St. Croix WD, Mike Isensee (also the lead for nonstructural urban BMP implementation)

Co-lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for specific projects)

Priority areas: St. Croix River direct drainage, Sunrise River watershed, Fish Lake, Big Carnelian, Big Marine, Forest Lake.

CWMP Reference: Page 65

Activity Description: Provide cost-share/incentives for implementing structural urban best management practices (e.g., vegetated swales, pervious pavement, gully stabilization, rain gardens, and other urban practices). BWSR accepted standards will be followed for all practices installed. Projects to be chosen through targeting and prioritization process described in Section VII.B and Appendix C of the CWMP.

The target phosphorus load reduction for this Activity is 100 lb/yr.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Activity 3: Non-Structural Ag/Urban BMP Implementation

eLINK Activity Category: Non-Structural Management Practices

Grant: $100,079

Ag Lead Agency: Chisago SWCD, Craig Mell (also the lead for Structural Ag BMP Implementation)

Urban Lead Agency: Carnelian-Marine-St. Croix WD, Mike Isensee (also the lead for Structural Urban BMP Implementation)

Urban/Ag Co-lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for specific projects)

Priority areas:

- **Ag:**
    - Tier 1: Rock Lake, Rock Creek, Sunrise River, St. Croix River tribs with direct discharge.
    - Tier 2: lakes that drain to St. Croix tribs.
        - Rush and Goose Lakes in Chisago County
        - Forest and Comfort Lakes in CLFLWD (drain to Sunrise River)

    - Projects may also occur at other priority waters as identified in Table 5-2 and Table 5-3 of the LSC CWMP. Partners will also consider CWMP Figure 5-1 Vulnerable Groundwater in Agricultural Areas when evaluating potential projects.
- **Urban:** Communities or roadways draining to the waterbodies listed in Table 5-2 and Table 5-3 of the LSC CWMP are priorities.

CWMP Reference: Pages 61 and 65

Activity Description: Provide cost-share/incentives for implementing non-structural ***agricultural*** best management practices (e.g., soil health BMPs, reduced tillage, cover crops, nutrient management planning, forage/biomass plantings). NRCS or other BWSR accepted standards will be followed for all practices installed. Projects to be chosen through targeting and prioritization process described in Section VII.B and Appendix C of CWMP.

Provide cost-share/incentives for implementing non-structural ***urban*** best management practices (e.g., enhanced street sweeping). BWSR accepted standards will be followed for all practices implemented. Projects to be chosen through targeting and prioritization process described in Section VII.B and Appendix C of CWMP. Specific enhanced street sweeping targeting analyses will be performed for priority areas.

View the Non-Structural Agricultural Practices Policy and Enhanced Street Sweeping Protocols at www.lsc1w1p.org.

The target phosphorus load reduction for this Activity is 100 lb/yr.

Grant funds under this Activity will not be used to pay for staff time. See Implementation Category Budget Breakdown at the end of the Detail Work Plan Text.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: WBIF grant funding under this activity will be bifurcated between agricultural and urban practices.

> **Agricultural Non-Structural**: Due to the urgent nature of implementing non-structural agricultural practices with landowner coordination, these practices do not require approval by the Steering Committee nor the Policy Committee. See project approval policies and procedures at www.lsc1w1p.org.
>
> **Urban Non-Structural**: Urban non-structural street sweeping incentive funding will only be available to communities with approved enhanced street sweeping plans. See project approval policies and procedures at www.lsc1w1p.org.

Activity 4: Wetland Restoration Implementation

eLINK Activity Category: Wetland Restoration/Creation

Grant: $220,000

Match: $50,000

Match Source(s): Local funds

Lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for specific projects)

Priority areas: Priority wetland restorations will result in measurable improvements to rivers/streams in Table 5-2 and/or lakes in Table 5-3 of the LSC CWMP. Areas of particular concern include the St. Croix River direct drainage area, Sunrise River corridor, Rock Creek corridor and subwatersheds identified in Figure 5-5 of the LSC CWMP.

CWMP Reference: Page 70

Activity Description: The target phosphorus load reduction for this Activity is 81 lb/yr. This Activity will involve implementation of wetland restoration project(s) as needed to achieve the target phosphorus reduction. The primary purpose of the wetland restoration project(s) will be for the improvement of water quality in receiving lakes/streams. Secondary benefits of wetland restoration projects will be considered as well, such as floodplain storage and habitat creation/enhancement.

Wetland restorations will not be used to mitigate wetland impacts. Grant funds will not be used for fee title land acquisition (but may be used as match in accordance with WBIF Policy). LSC Partners will ensure proposed wetland restorations are consistent with WBIF eligibility requirements. LSC Partners will target specific restorations through utilization of existing studies and targeting analyses (e.g., drained wetland inventories, diagnostic studies, subwatershed assessments), performance of additional modeling analyses using existing data from said studies, and completion of additional targeting analyses as necessary to fill data gaps. Work pertaining to targeting strategies is included as part of other grant Activities. Wetland restoration phosphorus reduction will be dependent on a number of factors beyond acres restored (e.g., proximity to target waterbody, level of degradation, hydrology).

At its July 25, 2022 meeting, the Policy Committee recommended the Sunrise River Wetland Restoration Project for grant allocation, which was then approved by a 2/3 majority of partner organization boards. This project may utilize FY21 WBIF funds at a minimum of $80,449 and FY23 WBIF funds at a maximum of $220,000 for a total allocation of $300,449. Depending on the outcome of other FY21 project initiatives, more FY21 dollars may be allocated to this project, resulting in less FY23 dollars being used. This project will divert flow from an existing drainage ditch system out of Heims Lake at the Highway 61 culvert and then diffuse the flow into a multi-cell wetland complex located on the Tax Forfeit property owned by the Comfort Lake-Forest Lake Watershed District. The proposed project will result in annual phosphorus reductions of approximately 81 lb/yr to the Sunrise River, a LSC CWMP priority watercourse. The full outcome will be reported to the FY23 WBIF grant reporting. Construction requires frozen conditions and is estimated to occur January/February 2023.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Implementation – Shared Services

Activity 5: Agronomy Outreach Specialist

eLINK Activity Category: Project Development

Grant: $225,000

Lead Agency: Washington Conservation District, Jay Riggs (partnership with UMN Extension)

Co-lead Agency: Chisago SWCD, Craig Mell

Priority areas: Agronomy outreach specialist will focus on priority areas described in Structural Ag BMP Implementation and Non-Structural Ag/Urban Implementation

CWMP Reference: Page 61

Activity Description: Agronomy outreach specialist. (A) Shared Services: Work with an agricultural conservationist (one individual) for basin wide assistance with agronomy, outreach, and technical assistance to agricultural producers including conservation planning and nutrient management plans. Approximately 80% of this position's time will be directly working with agricultural producers in the LSC Watershed to identify economical farming practices with water quality benefits to make them a routine part of farm operations. See Attachment A – Agronomy Outreach Specialist Details & Milestones for more information.

This would allow for 1 full time agronomy outreach specialist to work basin-wide. Staff will work basin-wide and may have more than one office space. LSC partners will ensure duties assigned to this staff member will be in alignment with WBIF funding intent and requirements.

Costs billed to this item for the embedded Extension Agent will include the following: Staff salary, supervisory time (by University of MN), benefits, travel expenses, training expenses, and office supplies. As with all grant activities, LSC partners will ensure program expenses are eligible before billing to the grant/match. All costs will primarily benefit water quality in a priority resource as identified in the LSC CWMP. In addition to direct landowner outreach and technical assistance, as described above, staff time will also include program and work plan coordination: annual partner coordination meetings, updates to partners, interfacing with the shared services educator, coordinated planning efforts, regular basin-scale coordination meetings with LSC partners and other agencies as appropriate.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category.

Project Review & Grant Approval Process: Not applicable. Approval for expenditure of grant dollars under this activity is inherent in work plan approval.

Activity 6: Shared Services Education

eLINK Activity Category: Education/Information

Grant: $270,500

Match: $2,857.90

Match Source: Parties to the LSC JPC

Lead Agency: Washington Conservation District, Jay Riggs

Co-lead Agency: Chisago SWCD, Craig Mell (Subcontract with WCD to act as host entity)

Priority areas: Basin-wide

CWMP Reference: Page 65

Activity Description: Facilitate shared education and outreach program across basin to provide education; engage residents, businesses, and local officials; and promote and market programs and practices. Education and outreach tasks will serve the goals outlined in the LSC CWMP and may not always pertain to the implementation items described in this WBIF grant work plan, but will always have a primary benefit to water quality in priority resources.

- 90% = develop, distribute and implement outreach programs that result in behavioral changes achieving water quality benefits;
- 10% = solicit willing landowners to install BMPs that are goals within this plan. Promoted practices will be in line with BWSR eligibility requirements and will focus on water quality.

[0.5 FTE to expand EMWREP basin wide]. Outreach will specifically include MIDS promotion to communities. Outreach will also include preliminary work with LGUs to set shoreline "view corridors" to 25% of lot width or maximum 35' width and maximum vegetation clearing standards or adopt innovative shoreland standards to protect buffers, native ecosystems, and habitat corridors. This work will provide water quality benefits through their protection of shoreline and streambank buffers. LSC partners will ensure duties assigned to this staff member will be in alignment with WBIF funding intent and requirements. See Attachment B Education Details & Milestones for more information.

Costs billed to this item will include staff pay, program expenses, and contracted services for MIDS adoption initiative. As with all grant activities, LSC partners will ensure program expenses are eligible before billing to the grant/match. All costs will primarily benefit water quality in a priority resource as identified in the LSC CWMP. In addition to the outreach tasks described above, staff time will also include program and work plan coordination: annual partner coordination meetings, updates to partners, interfacing with the agronomy outreach specialist, coordinated planning efforts.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category.

Project Review & Grant Approval Process: This activity is composed of three types of education & outreach expenditures.

> **Shared Services Educator**: Approval for expenditure of grant dollars for this task is inherent in work plan approval.

Education Materials/Expenses: Approval for expenditure of grant dollars for this task is inherent in work plan approval.

MIDS Adoption Initiative: MIDS Adoption Initiative expenditures will be composed of professional services (technical assistance from a MIDS subject matter expert). See project approval policies and procedures at www.lsc1w1p.org.

Activity 7: Technical/Engineering

eLINK Activity Category: Technical/Engineering Assistance

Grant: $40,000

Lead Agencies:

- Chisago SWCD, Craig Mell (lead agency for structural and non-structural ag implementation; subcontracts with local partners for specific projects)
- Carnelian-Marine-St. Croix WD, Mike Isensee (lead agency for structural and non-structural urban BMP implementation)

Staff Qualifications: This task will be completed by existing qualified staff members of LSC Partner organizations and/or third party consultants.

Activity Description: This Activity will include technical site assessment, surveys, preliminary analysis and design, final design, construction supervision, installation, inspection, and completion of projects. Funds may be used to contract with a third-party consultant for technical/engineering assistance. Funding allocation will be prioritized in areas where there are not local funds to support design work.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Prioritization & Analysis

Activity 8: Internal Analyses

eLINK Activity Category: Planning and Assessment

Grant: $18,000

Lead Agency: Chisago County, Susanna Wilson-Witkowski

Co-lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for each subwatershed project)

Staff Qualifications: Work is likely to be performed by an outside consultant which will be vetted for staff qualifications.

Activity Description: Lakes will be awarded through the project evaluation process identified in the plan. The group will develop a timeline for evaluating internal load evaluation for lakes. Internal load evaluation should only occur after external loading is substantially addressed. Work under this activity will likely be performed by a contracted consultant.

Priority projects identified include:

- Linwood Lake and Martin Lake Anoka. Both are priority A for internal loading analysis in LSC CWMP Table 5-4.
- Goose Lake Washington. Priority B for internal loading analysis in CWMP Table 5-4. Water monitoring indicates watershed loads are addressed. Internal load reduction is the last step to delisting from MPCA Impaired waters list.
- Priority "A" lakes with Rush (E & W) and Goose Lakes as our preferred top three.
- Priority A Basin listed in Table 5-4, Downs Lake will be considered.
- Wallmark, Pioneer and North Goose Lakes in Chisago all priority A

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Activity 9: Targeting Analyses

eLINK Activity Category: Planning and Assessment

Grant: $45,000

Lead Agency: Washington Conservation District, Jay Riggs

Co-lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for each subwatershed project)

Staff Qualifications: This task will be completed by existing qualified staff members of LSC Partner organizations.

Activity Description: This Activity includes two general types of analyses: 1) Subwatershed Assessment (or similar analysis, not necessarily SWA protocols) and 2) Targeted Street Sweeping Analysis.

All priority waterbodies are listed in tables 5.2 and 5.3 Regionally Significant Lakes, Rivers and Streams for Pollutant Reductions. Subwatershed analysis requests will be reviewed by the Steering Committee and other committees as appropriate.

Communities or roadways draining to the waterbodies listed in Table 5-2 and Table 5-3 of the LSC CWMP are priorities for Targeted Street Sweeping Studies. Studies will follow the Tree Canopy Assessment Protocol which is available at www.lsc1w1p.org.

Subcommittee: A subcommittee composed of LSC partners will meet on an as-needed basis in order to review projects and assist with project planning. Subcommittees may be grouped by implementation category. A subcommittee meeting is not required for all project requests; partners may submit project requests directly to the Steering Committee for consideration.

Project Review & Grant Approval Process: See project approval policies and procedures at www.lsc1w1p.org.

Administration

Activity 10: Administration/Coordination

eLINK Activity Category: Administration/Coordination

Grant: $80,000

Lead Agencies: Chisago SWCD, WCD

Activity Description: This Activity will include the following tasks. See Attachment C - Staff Assignments and Qualifications for specific assignments and qualifications.

- Grant and progress reporting – includes coordinating with Chisago SWCD and other partners to gather reporting information, compiling said information, and entering reports into eLINK; will also include assisting Chisago SWCD with any grant/work plan amendments as necessary. Progress reporting will include demonstration of progress toward measurable outcomes (i.e., nutrient load reductions seen at target waterbodies) – examples include pounds of phosphorus and tons of total suspended solids removed from existing loads. Partners may use local funding to perform effectiveness monitoring to demonstrate actual outcomes achieved by projects. Otherwise, modeled loads will be reported. Staff will also report on outputs achieved (i.e., the interim steps needed in order to achieve the ultimate outcomes) – examples include number of landowners contacted, number of projects completed, description of outreach activities performed. Progress reporting will include comparison of budget vs actual spend for each cost category, as described in the final section of this work plan and on page 16 of the LSC CWMP.
- Coordination among Policy Committee, Steering Committee, Advisory Committee, and work plan activity planning team (lead coordination of meetings, agendas, meeting material distribution)
- Website upkeep: This activity includes the use of grant funds to host and update the LSC interactive web map as necessary.
- Fiscal agent administration and contract coordination – includes coordinating with other partners to gather reporting information and reviewing draft report; will also include leading any grant/work plan amendments as necessary
- Agronomy Outreach Specialist and Educator payroll administration.

Project Review & Grant Approval Process: Approval for expenditure of grant dollars for administration activities, as described above, is inherent in work plan approval. Planning Team members will seek Steering Committee approval if expenditures are expected to exceed the grant amount indicated above.

Budget

Table 2. Grant Budget

Activity #	Activity Name	Grant Budget	Match Budget	Total Budget
1	Structural Ag BMP Implementation	$140,000.00	$37,500.00	$177,500.00
2	Structural Urban BMP Implementation	$140,000.00	$37,500.00	$177,500.00
3	Non-Structural Ag/Urban Implementation	$100,079.00		$100,079.00
4	Wetland Restoration Implementation	$220,000.00	$50,000.00	$270,000.00
5	Agronomy Outreach Specialist	$225,000.00		$225,000.00
6	Shared Services Education	$270,500.00	$2,857.90	$273,357.90
7	Technical/Engineering	$40,000.00		$40,000.00
8	Internal Analyses	$18,000.00		$18,000.00
9	Targeting Analyses	$45,000.00		$45,000.00
10	Administration/Coordination	$80,000.00		$80,000.00
Total		$1,278,579.00	$127,857.90	$1,406,436.90

Table 3. Shared Services Education Budget Breakout

Activity #	Activity Name	Grant	Match	Total
6	**Shared Services Education**	**$270,500.00**	**$2,857.90**	**$273,357.90**
	Educator Compensation (half time, Mar '23 thru June '25)	$180,500.00	$2,857.90	$183,357.90
	Education Materials/Equipment	$30,000.00		$30,000.00
	MIDS Adoption Initiative - Contracted Services	$60,000.00		$60,000.00

The Lower St. Croix Comprehensive Watershed Management Plan (page 16) provides an expected distribution of WBIFs across program areas. The following table compares the FY23 WBIF grant budget to the CWMP distribution.

Table 4. Grant Budget Distribution Across Program Areas

	LSC CWMP (Page 16)	Work Plan (Grant Funds)	Actual Grant Spend**
Implementation - BMPs/Restoration Activities*	45%	47%	TBD
Implementation - Shared Services	25%	42%	TBD
Prioritization & Analysis	25%	5%	TBD
Administration	5%	6%	TBD
	100%	100%	100%

*Expenses billed to implementation (blue) line items will be for implementation only and will not include staff time/engineering. Staff/consultant time for project coordination/design/engineering/oversight etc. is covered by the remaining three categories (green, orange, yellow).

**Progress reporting will include comparison of budget vs actual spend for each cost category.

Measurable Outcomes/Outputs and Milestones

Activity #	Grant Activity	Overall Measurable Outcome/Output	Year 1 (2023) Milestones	Year 2 (2024) Milestones	Year 3 (2025) Milestones
A1	Structural Ag BMP Implementation	Outcome: reduce phosphorus loading to target waterbodies by 100 lb/yr	Meet with landowners	Implement projects to achieve a phosphorus reduction of 50 lb/yr	Implement projects to achieve a phosphorus reduction of 50 lb/yr
A2	Structural Urban BMP Implementation	Outcomes: reduce phosphorus loading to target waterbodies by 100 lb/yr	Meet with landowners	Implement projects to achieve a phosphorus reduction of 50 lb/yr	Implement projects to achieve a phosphorus reduction of 50 lb/yr
A3	Non-Structural Ag/Urban Implementation	Outcomes: reduce phosphorus loading to target waterbodies by 100 lb/yr	Meet with landowners	Implement enhanced street sweeping programs and non-structural best management practices to achieve a phosphorus reduction of 50 lb/yr	Implement enhanced street sweeping programs and non-structural best management practices to achieve a phosphorus reduction of 50 lb/yr
A4	Wetland Restoration Implementation	Outcomes: reduce phosphorus loading to target waterbodies by 81 lb/yr	Implement 1 wetland restoration to achieve a phosphorus reduction of 81 lb/yr		
A5	Agronomy Outreach Specialist	Output: Engage agricultural landowners (of both large and small operations) to implement structural and nonstructural BMPs as outlined in other Activities	See Attachment A	See Attachment A	See Attachment A

		See Attachment A – Agronomy Outreach Specialist Details & Milestones			
A6	Shared Services Educator	Output: 0.5 FTE to expand EMWREP basin-wide See Attachment B – Education Details & Milestones	See Attachment B	See Attachment B	See Attachment B
A7	Technical/ Engineering				
A8	Internal Analyses	Outputs: Complete 1 internal loading analysis		Complete 1 internal loading analysis	
A9	Targeting Analyses	Outputs: Complete 2 enhanced street sweeping studies	Complete 2 enhanced street sweeping studies		
A10	Administration/ Coordination	Complete eLINK annual reporting as required	Complete annual report	Complete annual report	Complete annual report

Phosphorus Reduction Goals and Progress

Phosphorus Reductions from CWMP	10-Year Phosphorus Reduction Goal (lb/yr)	2-Year Average (lb/yr)	FY21 WBIF Goal (lb/yr)	FY23 WBIF Goal (lb/yr)
Priority Streams (CWMP Table 5-2)	4,140	828		
Priority Lakes (CWMP Table 5-3)	1,363	273		
TOTAL	**5,503**	**1,101**	**915**	**381**

Phosphorus Reductions Proposed in this Work Plan	WBIF Proposed Reduction (lb/yr)
Activity 1: Structural Ag BMP Implementation	100
Activity 2: Structural Urban BMP Implementation	100
Activity 3: Non-Structural Ag/Urban BMP Implementation	100
Activity 4: Wetland Restoration Implementation	81
TOTAL	**381**

The tables above contain total priority streams and priority lakes phosphorus reduction goals from the LSC CWMP (see tables 5-2 and 5-3 on pages 81 and 82). If divided equally throughout the 10-year plan period, the average total lakes/streams phosphorus reduction goal would be 1,101 pounds/year achieved every 2-year period. The WBIF goal load reductions are below the CWMP 2-year average. The LSC partners estimated that the full basin-wide goal cannot be achieved solely with WBIF funds. Partners must leverage local dollars and other funding sources in order to meet the basin's goals.

LSC partners may utilize multiple calculation tools to estimate load reductions. Examples include MIDS calculator, PTMApp, BWSR Pollutant Reduction Estimator, estimation via outflow, and internal loading analysis. See CWMP page 99 for a full list of potential reduction tools and their general intended uses. LSC partners will choose the calculation tool best suited to the proposed BMP. Phosphorus reductions will be estimated at the target waterbody (not just at edge-of-field).

Phosphorus reductions achieved at specific priority waterbodies will be reported annually. LSC partners will also estimate, on an annual basis, the load reduction achieved at the St. Croix River as a result of implemented practices.

Attachment A – Agronomy Outreach Specialist Details & Milestones

Agronomy Outreach Specialist

CWMP Reference: Page 61

Activity Description: Facilitate a shared agronomy outreach program across the basin to provide education and technical assistance to agricultural producers; and support implementation of economical farming practices that have water quality and soil health benefits.

WBIF funded education and outreach will include:

- 80% = working directly with agricultural producers in the LSC Watershed to identify economical farming practices with water quality benefits to make them a routine part of farm operations.
- 20% = supporting implementation of BMPs led by others.

High priority and secondary priority actions that will be accomplished include (pg. 40 of CWMP):

- Provide agronomy, outreach, and technical assistance to agricultural producers including conservation planning and support to develop nutrient management plans.

AGRONOMY OUTREACH

Audience: Agricultural producers and landowners

Activity description: Provide education and technical assistance to agricultural producers and landowners to support implementation of economical farming practices that have water quality and soil health benefits. This may include:

- Conducting site visits and assessing crop production on farms;
- Helping farmers to set up test-plots; develop conservation plans and nutrient management plans; evaluate and improve seed quality;
- Planning field days and creating farmer-led councils or similar learning networks;
- Promoting implementation of cover crops and alternative crops;
- Providing outreach support for implementation of structural and non-structural BMPs;
- Working in partnership with Discovery Farms and performing agronomy research including: laboratory tests of soil, seed, and crop samples; quality control for seed caliber and soil standards; keeping records of research, testing, and results; presenting results of data and analysis.

2-year program goals (Table 5-1, Part A)

1. Conduct outreach to 200 operators of large and small farms, with a cumulative total of at least 3000 acres.
2. Provide technical support to help 20 farmers set up test plots on their land in order to evaluate the performance of practices such as cover crops, reduced tillage, and nutrient management.
3. Host six fields days.
4. Provide outreach support for installation or implementation of structural and nonstructural BMPs:

- 2,000 acres of non-structural best management practices, or enough to achieve a 400 lb/yr phosphorus reduction to target water bodies
- 300 acres of structural or non-structural BMPs that improve soil health and/or reduce nitrogen and pesticide pollution to groundwater in locations where 1) DWSMA vulnerability is moderate, high, or very high; 2) Pollution sensitivity to wells is high or very high; 3) Pollution sensitivity to near surface materials is karst or high; or 4) Well testing show ≥ 5 mg/L nitrate
- 300 acres of structural or non-structural BMPs near sensitive lakes or in direct lake catchments for significant lakes to reduce TP by 150 lbs
- Structural or non-structural BMPs that reduce total phosphorus by 450 lbs/year to regionally significant rivers and streams

5. Create at least one farmer-led council or similar learning network

Attachment B – Shared Services Educator Details & Milestones

Shared Services Education (Basin Water Outreach Program)

CWMP Reference: Page 65

Activity Description: Facilitate a shared education and outreach program across the basin to provide education; engage residents, businesses, and local officials; and promote and market programs and practices. [0.5 FTE to expand EMWREP basin wide]

- WBIF funds will be combined with EMWREP local funds to fund a full-time education and outreach position.
- Shared services educator will work with EMWREP to conduct education and outreach basin-wide. Duties will be distributed so that all staff are able to work basin-wide.
- In addition to the education objectives listed below, this program will help to build social capacity, which is an over-arching goal of the LSC CWMP.

WBIF funded education and outreach will include:

- 90% = develop and implement outreach programs that result in behavioral changes achieving water quality benefits
- 10% = solicit willing landowners to install BMPs that are goals within this plan. Promoted practices will be in line with BWSR eligibility requirements and will focus on water quality.

High priority and secondary priority actions that will be accomplished include (pg. 41 and 42 of CWMP):

1. Facilitate a shared education and outreach program across the basin to provide education; engage residents, businesses, and local officials; and promote and market programs and practices.
2. Provide outreach, education and ordinance development on Minimal Impact Design Standards with local governments, developers, and others.
3. Work with LGUs to set shoreline "view corridors" to 25% of lot width or maximum 35' width and maximum vegetation clearing standards or adopt innovative shoreland standards to protect buffers, native ecosystems, and habitat corridors. This work will provide water quality benefits through the protection of shoreline and streambank buffers.
4. Actively promote best management practices and green infrastructure on developed or developing lands.
5. Provide outreach and education to lake associations and lake groups or shoreline owners to promote shoreline restoration projects.

Additional detail is provided on the following pages.

EDUCATION AND OUTREACH FOR LOCAL DECISION MAKERS

Audience: Local government staff and elected/appointed officials

Activity description: Provide local decision makers (city councils, planning commissions, watershed boards, county commissioners, etc.) with information and training needed to implement policies, programs, and practices that protect and restore water resources. This includes, but is not limited to, Minimal Impact Development Standards (MIDS), Shoreland/Buffer rules, and wetland buffer rules.

Education objectives:

- Local decision makers will understand that stormwater runoff, erosion, and illicit discharge contaminate surface and groundwater resources and, also, that there are best management practices to reduce these causes of water pollution.
- Local decision makers will understand that land use impacts water quality and that there are a variety of policies, programs and practices cities, counties, and watershed management organizations can implement to protect their water resources, including MIDS, shoreland/buffer rules, and wetland buffer rules.
- Local staff and decision makers will understand the impacts of chlorides on water quality and that there are many ways to reduce these impacts.

Program goals:

1. MIDS (see Table 5-1, Part B)
    - **2-Year:** Establish relationships, build trust, provide education, and lay groundwork for in-depth ordinance review, revision, and adoption in years 5-8.
    - **10-Year:** Implement Minimal Impact Design Standards or more restrictive in 20 communities; including climate resiliency provisions or standards
2. Shoreline standards / "view corridors" (see Table 5-1, Part C)
    - **2-Year:** Establish relationships, build trust, provide education, and lay groundwork for in-depth ordinance review, revision, and adoption in years 3-6.
    - **10-Year:** Increase the number of LGUs (including counties) by 2 that adopt innovative shoreland standards
3. Wetland protection
    - **2-Year:** Increase by 1 the number of LGUs with adopted wetland protections including buffer requirements and setbacks for permanent structures.
    - **10-Year:** Increase by 5 the number of LGUs with adopted wetland protections including buffer requirements and setbacks for permanent structures.
4. Chlorides (see Table 5-1, Part B)
    - **2-year:** 15% of all cities have staff certified in MPCA's Level 1 and Level 2 Smart Salting Training
    - **10-year:** 75% of all cities have staff certified in MPCA's Level 1 and Level 2 Smart Salting Training

OUTREACH SUPPORT FOR BMP IMPLEMENTATION

Audience: Urban and rural landowners, shoreland property owners

Activity description: Promote best management practices and green infrastructure on developed or developing lands. Provide outreach and education to lake associations, lake groups, and shoreline owners to promote shoreline restoration projects. Provide outreach support for existing cost-share programs and new projects funded with WBIF. Train and assist urban and rural residents to complete projects on their land that reduce runoff pollution, conserve groundwater, and increase infiltration.

This activity will build on and expand existing programs and activities offered through EMWREP and the Anoka WEP, including Blue Thumb – Planting for Clean Water.

Education objectives:

- Landowners will learn that they can help to reduce runoff pollution, conserve groundwater, and increase infiltration by installing best management practices such as habitat plantings, raingardens, and shoreline plantings; repairing erosion; and managing drainage around homes, farms, and commercial buildings.
- Landowners will develop the knowledge and skills to complete habitat and water quality improvement projects on their land, including: native plantings, raingardens, and native shoreline buffers.
- Landowners will be aware of and utilize BMP, cost-share and other incentive programs to complete projects.

Program goals:

1. Outreach support for large projects (Table 5-1, Part B)
    - **2-year:** Provide outreach support to retrofit 4 existing developments with infiltration, recharge and reuse projects
    - **10-year:** Provide outreach support to retrofit 20 existing developments with infiltration, recharge and reuse projects
2. Outreach support for small projects (Table 5-1, Part B)
    - **2-year:** Provide outreach support for approximately 40 BMP projects in priority locations
    - **10-year:** Provide outreach support for approximately 200 BMP projects in priority locations
3. Outreach to shoreland property owners (Table 5-1, Part B)
    - **2-year:** Provide outreach support to install 20 shoreline restoration projects.
    - **10-year:** Provide outreach support to install 100 shoreline restoration projects.
4. Outreach for Landscape Stewardship Planning (Table 5-1, Part C)
    - **2-year:** Provide outreach support to create 4 new Landscape Stewardship Plans and 4 Woodland Stewardship Plans
    - **10-year:** Provide outreach support to create 20 new Landscape Stewardship Plans and 23 Woodland Stewardship Plans

PUBLIC EDUCATION AND ENGAGEMENT

Audience: General Public, Lake Associations

Activity description: Educate the public about nonpoint source water pollution, groundwater conservation, and basic watershed ecology and management. Build partnerships with state and local government, non-profit organizations, lake associations, and other community groups. Motivate the public to practice behaviors that protect water resources.

This activity will build on and expand existing programs and activities offered through EMWREP and the Anoka WEP.

Education objectives:

Residents and visitors of the Lower St. Croix watershed will learn:

- That nonpoint source water pollution comes from a variety of land uses - residential, commercial, and agricultural.
- That common pollutants impacting surface and groundwater resources in the Lower St. Croix Watershed include phosphorus, sediment, nitrates, E. coli, chloride, and mercury.
- That a watershed includes all of the land draining to a lake, stream or river, and that Watershed Districts and Watershed Management Organizations are special-purpose local units of government charged with managing the resources of a given watershed to prevent flooding and protect water quality.
- That surface and groundwater resources interact.
- That the public can help to prevent nonpoint source water pollution through a variety of behaviors, including raking leaves and grass clippings out of the street, using less fertilizers and chemicals on lawns and gardens, covering bare soil during landscaping and construction, picking up pet poop, replacing failing septic systems, using less salt for winter maintenance and water softening, disposing of household waste properly, and using less electricity.

Program goals:

1. Deliver information to at least 90,000 people per year through articles in local newspapers.
2. Deliver information to at least 30,000 people per year through online news services.
3. Deliver information to at least 120,000 people per year through social media platforms.
4. Provide educational instruction for at least 1000 people per year through webinars and workshops.
5. Recruit 500 new people to adopt storm drains through the Adopt a Drain program (2 year goal).

Attachment C – Staff Assignments & Qualifications

Staff Qualifications & Billing (Listed Alphabetically)

Name	Position Title	Organization	Qualifications	Work Plan Assignment	Billing Rate, Estimated Hours, Estimated Cost*
Jennifer Hahn	Extension Educator, Water Resources	University of Minnesota Extension	17 years of experience working with producers and landowners providing technical assistance including completing conservation planning and implementation, soil assessments, and education and outreach. Applicable JAA available on request.	Activity 5 Agronomy Outreach Specialist: Serve as agronomy outreach specialist.	$64.04/hour; 3,513 hours
Barbara Heitkamp	Water Resources Education Specialist	East Metro Water Resource Education Program	1.5 years of experience implementing the East Metro Water Resource Education Program and education and outreach of the Lower St. Croix Watershed Partnership; 10 years as a communications specialist and water resources researcher at the University of Minnesota; M.S. in Water Resources Science and B.S. in Geology	Activity 6 Shared Services Education: Serve as shared services educator.	$71.19/hour; 2,576 hours
Angie Hong	Water Education Senior Specialist	East Metro Water Resource Education Program	15 years of experience implementing the East Metro Water Resource Education Program, a partnership of 25 local government entities. M.S. in Natural Resource Science and Mgmt, with an emphasis on environmental education.	Activity 6 Shared Services Education: Assist with shared services education. Activity 10 Administration: Coordinate Policy Committee meetings. Website upkeep.	$79.39/hr 200 hours

Name	Position Title	Organization	Qualifications	Work Plan Assignment	Billing Rate, Estimated Hours, Estimated Cost*
Craig Mell	District Administrator	Chisago Soil and Water Conservation District	22 years of experience in water resources management	Activity 10 Administration: Fiscal agent administration and contract coordination. Chisago SWCD is the intended fiscal agent/grantee. Craig will assist with fiscal agent responsibilities.	$86/hr 483 hours
Jay Riggs	District Manager	Washington Conservation District	District Manager, Washington Conservation District, 2005 To Present. Urban Conservationist, Dakota County Soil And Water Conservation District, 1997 To 2005. Environmental Scientist, Westwood Professional Services, Inc., 1994 To 1997. Environmental Planner, Southeast Michigan Council of Governments (SEMCOG), 1993 to 1994. M.S. Degree, Michigan State University, May 1993, Major: Natural Resource Management, Minor: Watershed Ecology. B.S. Degree, University of WI-Eau Claire, Dec. 1989, Double Majors: Biology and Psychology. Certifications: Certified Wetland Delineator #1298; Certified Professional in Storm Water Quality, CPSWQ #0062; Certified Professional in Erosion and Sedimentation Control, CPESC #2059; NREMT #E2443774.	Activity 10 Administration: Agronomy Outreach Specialist and Educator payroll administration.	$100.37/hr 50 hours

Name	Position Title	Organization	Qualifications	Work Plan Assignment	Billing Rate, Estimated Hours, Estimated Cost*
TBD	TBD	Washington Conservation District	A qualified WCD staff member will perform meeting coordination. The partnership will consult BWSR BC with selection.	Activity 10 Administration: Meeting coordination (Planning Team, Steering Committee, Advisory Committee)	TBD
TBD	TBD	TBD	A qualified LSC partner staff member or hired third party professional will perform progress reporting. The partnership will consult BWSR BC with selection.	Activity 10 Administration: Grant and Progress Reporting	TBD
TBD	TBD	TBD	A qualified LSC partner staff member or hired third party professional may utilize grant funds under Activity 7 for project technical/engineering work.	Activity 7 Technical/Engineering	TBD
Note: If A10 Administration staff do not require the full amount of hours listed, and spending under this activity is under budget, grant funds will be shifted to another work plan activity. Administrative spending will be evaluated after 6 months of implementation, and futures years planning will be adjusted if needed.					

*Billing rates are determined following the BWSR Guidelines for Determining a Billing Rate in the Grants Administration Manual and include salary, benefits and overhead.

Chisago County Request For Board Action

Meeting Date: February 21, 2024	***Item Number:*** **19**
Title of Item for Consideration: Aquatic Invasive Species (AIS) Prevention Aid Program Agreements	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning

Previous Action on this Matter: In 2014, the Minnesota State Legislature passed MN Statute 477A.19 AIS Prevention Aid, which provides annual funding to Minnesota Counties to conduct AIS prevention efforts, which includes watercraft inspections, public awareness, signage, and enforcement.

As a result of this annual State funding, the county expanded an existing Lake Improvement District AIS inspection model program countywide; enhanced AIS programming with the acquisition of AIS decontamination equipment & vehicles; included the designation of various parttime seasonal AIS Specialist and/or Inspector staffing roles from year to year; and supported parttime .75FTE (2021 - present) year-round combined AIS Specialist/Lead Watercraft Inspector staffing support. Most recently, in 2023, the county water resources budget was approved to offer enhanced .25 county funded FTE to the AIS Specialist/Lead Watercraft Inspector role as the only direct county funds involvement in this countywide program. In addition, in 2023, Watercraft Inspector pay rates were adjusted to remain competitive with other regional watercraft inspection programs and improve employee recruitment and retainment.

In 2023, the AIS program:

- Conducted 15,639 watercraft inspections at 24 public water accesses and 65 decontaminations of watercraft in Chisago and northern Washington Counties,
- Supplemented Sheriff water patrol budget funding in support of watercraft inspections and enforcement collaboration,
- Worked closely on initiatives with the Wild Rivers Conservancy,
- Fully implemented AIS communication and education programming to citizens of Chisago County, and
- Continued AIS data collection & analysis and early detection efforts of aquatic invasive species on area lakes.

Background: "Prevent the dispersion, promote/support the containment, control and eradication of invasive species" are goals identified in the Resource Areas of Rivers & Streams, Lakes, Wetlands and St. Croix River & Lake St. Croix in the Lower St. Croix Comprehensive Watershed Management Plan (1W1P).

The 2024 State funding of $133,855 and the directly budgeted .25FTE commitment of the county will allow Chisago County to continue implementation of the AIS prevention program countywide. Watercraft inspections and decontamination, public awareness, signage, enforcement, and other prevention efforts will be conducted at 27 trailer and carry-in accesses throughout the County. Watercraft inspections will continue to be conducted for the twelfth season at 4 accesses in the Comfort Lake Forest Lake Watershed District through a Joint Powers Agreement. Large scale citizen

assistance and AIS monitoring and training programs will continue to be an effective education and detection effort.

Proposed enhancements to this year's program include:

1. Chisago County will participate with multiple Minnesota and Wisconsin counties and organizations to implement a St. Croix Basin AIS strategic work plan.
2. Chisago County will participate through a Memorandum of Understanding with the Wild Rivers Conservancy. Zebra mussel veliger and Spiny waterflea sampling will be included as part of the Memorandum of Understanding.
3. Point intercept surveys will occur on Fish Lake and Horseshoe Lake.

To initiate the 2024 AIS Prevention Aid program a number of agreements, personnel requisitions, and approvals are requested as attached. The full program elements are attached with individual action items denoted in **bold with asterisks *.**

***Attachment(s)*:**

Chisago County Resolution No. 14/0820-1 Resolution to Approve, Accept, and Implement Aquatic Invasive Species Prevention Aid Program

2024 Chisago County Proposed Watercraft Inspection Program

Map - AIS Prevention Aid Program

Proposed Budget - AIS Prevention Aid Program (Including 2023 carryover.)

2023-2025 Delegation Agreement - AIS Prevention Inspection of Water-related Equipment

Joint Powers Agreement between Chisago County and Comfort Lake Forest Lake Watershed District*

Personnel Requisition for up to 2 F.T.E Temporary Seasonal Watercraft Inspectors (Level 2)*

Personnel Requisition for up to 8 F.T.E Temporary Seasonal Watercraft Inspectors (Level 1)*

Wild Rivers Conservancy proposal to implement a St. Croix River watershed AIS Strategic Work Plan

Agreement between Wild Rivers Conservancy and Chisago County*

EOR proposal for Point Intercept Surveys for Fish Lake and Horseshoe Lake

Agreement between Emmons & Olivier Resources Inc. and Chisago County*

Motions for approval requested *

Action Requested/Recommended: The County Board is respectfully requested to approve the 2024 AIS Prevention Aid Program. The following motion/s is suggested:

"Move to Approve the 2024 Aquatic Invasive Species Prevention Aid Program including the specific agreements, personnel actions, and Memorandum of Understanding as presented at tonight's meeting:"

Or individually

(1) "Move to Approve 2023-2025 Delegation Agreement – AIS Prevention Inspection of Water-related equipment.

(2) "Move to Approve Joint Powers Cost-Sharing Agreement between Chisago County and Comfort Lake Forest Lake Watershed District for Boat Launch Inspections."

(3) "Move to Approve Personnel Requisition for 2 F.T.E. Watercraft Inspectors (Level 2)."

(4) "Move to Approve Personnel Requisitions for 8 F.T.E Watercraft Inspectors (Level 1)."

(5) "Move to Approve transfer of up to $9,000 to the Chisago County Sheriff's Department for AIS enforcement related activities."

(6) "Move to Approve transfer of up to $3,000 from the Chisago Lakes Lake Improvement District for equipment operation and expenses."

(7) "Move to Approve transfer of $5,000 to the Chisago County Water Plan fund 611 for AIS administration/coordination activities."

(8) "Move to Approve Agreement between Wild Rivers Conservancy and Chisago County."

(9) "Move to Approve Agreement between Emmons & Olivier Resources Inc. and Chisago County."

Implications of Action: Recommended Board action would authorize Chisago County to implement the 2023 AIS Prevention Aid Program on a countywide basis. This includes watercraft inspections and decontamination, enforcement, communication and education, regional coordination and early detection activities.

***Budget/Financial Implications*:** Chisago County received an average annual allocation of $136,424 in State AIS designated funding since 2015. Chisago County will receive $133,855 in 2024. Additional program funding includes Comfort Lake Forest Lake Watershed District inspection services revenue up to $35,000 and a Chisago Lakes Lake Improvement District contribution of $3,000 toward equipment operation and expenses. As part of the program, up to $9,000 in grant dollars will be redirected to the County Sherriff's Department for enforcement related activities and $5,000 will be transferred to the Chisago County Water Plan fund 611 for AIS administration activities. County personnel/levy funds were previously approved (2023 budget) in support of the .25FTE fulltime enhancement of the AIS Specialist/Lead Watercraft Inspector role. It is anticipated that state AIS Prevention Aid funding will continue through 2024 and beyond.

***Legal/Policy Implications*:** The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved the various agreements as to form.

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

Phone: 651-213-8830 FAX: 651-213-8876

Bruce Messelt
County Administrator

Commissioners:
District 1
Lora Walker
District 2
Rick Greene
District 3
George McMahon
District 4
Ben Montzka
District 5
Mike Robinson

Commissioner McMahon offered the following resolution and moved its adoption:

RESOLUTION NO. 14/0820-1
RESOLUTION TO APPROVE, ACCEPT, AND IMPLEMENT AQUATIC INVASIVE SPECIES PREVENTION AID PROGRAM

WHEREAS, Aquatic Invasive Species (AIS) are non-native aquatic organisms that invade water beyond their natural and historic range; and

WHEREAS, the Department of Natural Resources (DNR) has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; and

WHEREAS, the Minnesota State Legislature passed MN Statutes 477A.19 AIS Prevention Aid providing counties with funding to implement an AIS prevention program to include watercraft inspections, public awareness, signage, and enforcement; and

WHEREAS, a Priority Concern identified in the Chisago County Local Water Management Plan is the introduction and spread of AIS and their negative effect on water quality, navigation, recreation or fisheries; and

WHEREAS, objectives identified in the Chisago County Local Water Management Plan are to provide watercraft inspections and education on AIS at public water accesses throughout the County and proactively provide education and information on AIS; and

WHEREAS, Chisago County has some of the premier recreational lakes in the northeast metro area yet several AIS, including Eurasian Water Milfoil, Curlyleaf Pondweed and Zebra Mussels, are damaging the ecology of area lakes and St. Croix River; and

NOW THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby approves, accepts and will implement the Aquatic Invasive Species Prevention Aid program; and

BE IT THEREFORE FURTHER RESOLVED, that the Chisago County Board of Commissioners will submit this document to the DNR for acceptance pursuant to applicable Minnesota laws and rules; and

BE IT THEREFORE FURTHER RESOLVED, that Chisago County will implement an AIS Prevention Aid program on some or all public waters within their jurisdiction utilizing existing authorities and

the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a); and

BE IT THEREFORE FURTHER RESOLVED, that the Chisago County AIS Prevention Aid program will comply with all requirements in Minnesota Statues section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.

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

IN FAVOR THEREOF: Greene, McMahon, Montzka, Robinson, Walker
OPPOSED: None

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

Approved: August 20, 2014

Richard Greene
Chair, County Board

Attest: _____
Chase Burnham
Clerk, County Board

2024 Chisago County Proposed Watercraft Inspection Program

Program Implementation

To implement the watercraft inspection program in 2024, Chisago County plans to enter into a Joint Powers Agreement with the Minnesota Department of Natural Resources for authority to conduct watercraft inspections. Additionally, a partnership will be formed between Chisago County and the Comfort Lake Forest Lake Watershed District to inspect watercraft at public water accesses in the District.

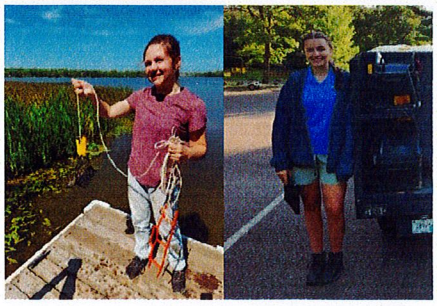
Funding for the program will be provided by the State of Minnesota through the Aquatic Invasive Species (AIS) Prevention Aid Program along with funding from the Comfort Lake-Forest Lake Watershed District and the Chisago Lakes Lake Improvement District. The Program helps fund prevention efforts including increased watercraft inspections, enforcement and education. Chisago County purchased an AIS decontamination unit that is to be rotated among the most heavily used public water accesses in Chisago and northern Washington Counties. These accesses include Bone, Chisago/South Lindstrom, Comfort, East Rush, Fish, Forest East, Forest West, Green, Little Green, North Center, South Center, St. Croix River – Osceola, Taylor's Falls Lions Municipal, and West Rush.

Watercraft Inspections

The equivalent of eight full-time Level 1 and two full-time Level 2 watercraft inspectors will be hired by Chisago County to perform inspections. Once trained and authorized, Level 1 inspectors inspect water-related equipment and prohibit the launching of equipment in waters of the state if the individual refuses to allow an inspection of their equipment or refuses to comply with aquatic invasive species laws.

Figure 1: Chisago County Watercraft Inspectors





Three Level 1 inspectors will provide coverage at northern Chisago County lakes, five Level 1 inspectors will be stationed in the Chisago Lakes area, and four Level 1 inspectors will be in the Comfort Lake-Forest Lake Watershed District. Two Level 2 inspectors will be hired to inspect and decontaminate watercraft. The full-time AIS Specialist/Lead Level 2 watercraft inspector will provide in-field Watercraft Inspector monitoring, training, guidance, coordination, and support.

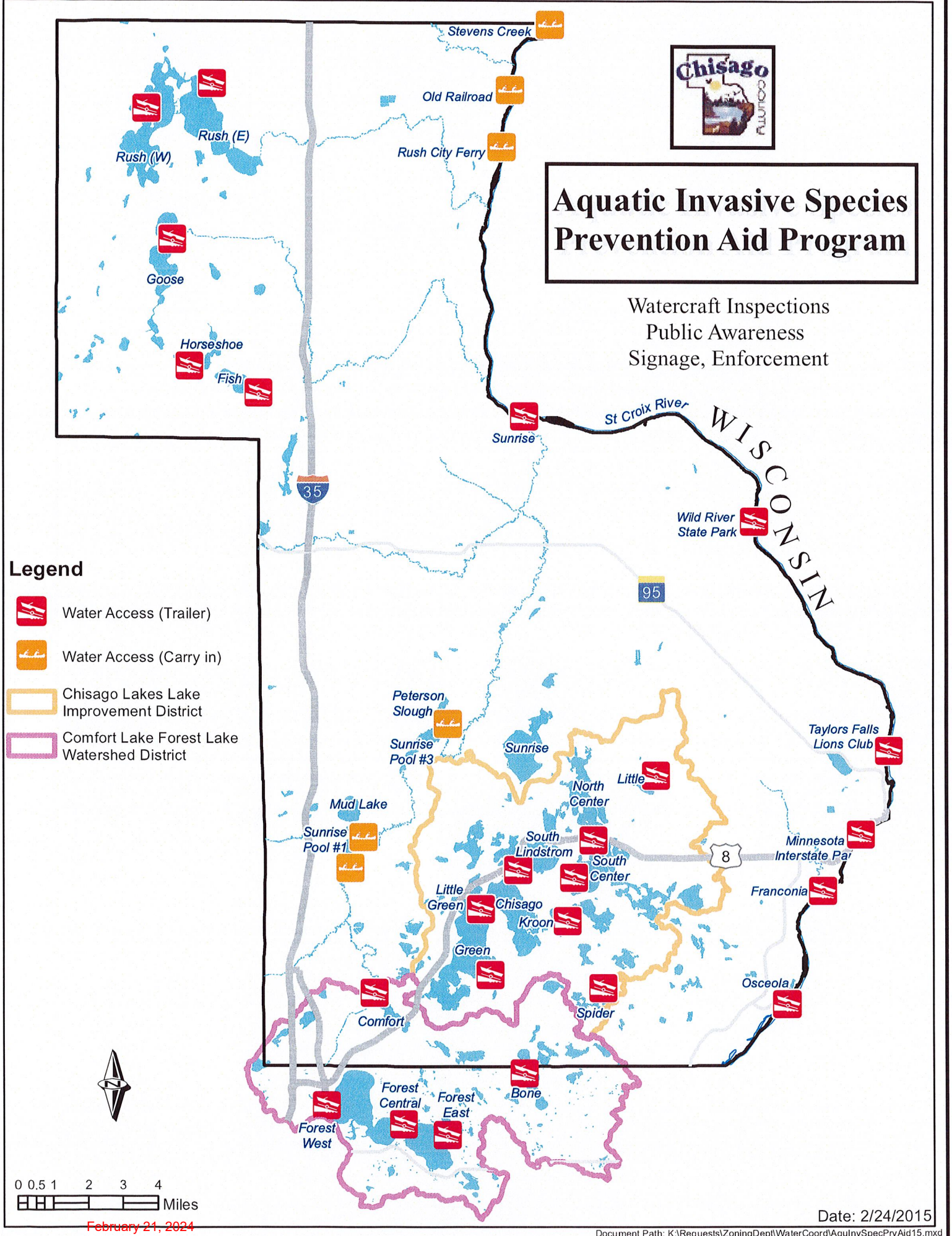
Watercraft enforcement training was provided to officers of the Chisago County Sheriff's Department. Officers will provide support to watercraft inspectors and take shifts at public water accesses in Chisago County. The Aquatic Invasive Species Education Specialist will implement the countywide aquatic invasive species Communication and Education Plan. This position is year-round, combined with the Lead Level 2 Watercraft Inspector position.

The primary objective of the watercraft inspection program is to inform and educate the public on the threats of ecologically harmful aquatic invasive species to the lakes in Chisago and northern Washington County. The watercraft inspector works at public water accesses educating the public by providing information to watercraft users and conducting a brief survey while inspecting watercraft for aquatic invasive species.

Inspections will take place at the following public water accesses:

Bone
Chisago/South Lindstrom
Comfort
Fish
Forest Central
Forest East
Forest West
Franconia
Goose
Green
Horseshoe
Kroon
Little
Little Green
Minnesota Interstate Park
North Center
Osceola
Rabour
Rush East
Rush West
South Center
Spider
Taylors Falls Lions Municipal
Minnesota Wild River State Park
Minnesota Wild River State Park – Sunrise Landing

The watercraft inspection season starts approximately one week before opening fishing weekend and ends in late-October.


Chisago County
Aquatic Invasive Species Prevention Aid Program
Watercraft Inspections
Public Awareness
Signage, Enforcement
Stevens Creek
Old Railroad
Rush City Ferry
Rush (E)
Rush (W)
Goose
Horseshoe
Fish
Sunrise
St Croix River
WISCONSIN
35
Wild River State Park
95
Peterson Slough
Sunrise Pool #3
Sunrise
Little
North Center
Taylors Falls Lions Club
Mud Lake
Sunrise Pool #1
South Lindstrom
South Center
8
Minnesota Interstate Pa
Franconia
Little Green
Chisago
Kroon
Green
Osceola
Comfort
Spider
Bone
Forest Central
Forest East
Forest West
Legend
Water Access (Trailer)
Water Access (Carry in)
Chisago Lakes Lake Improvement District
Comfort Lake Forest Lake Watershed District
N
0 0.5 1 2 3 4
Miles
Date: 2/24/2015
Document Path: K:\Requests\ZoningDept\WaterCoord\AquInvSpecPrvAid15.mxd

2024 Aquatic Invasive Species Prevention Aid Program

Income	
2024 AIS Prevention Aid Program	133,855
Carryover from 2023	125,561
Comfort Lake Forest Lake Watershed District	35,000
Chisago Lakes Lake Improvement District	3,000
Total Income	**297,416**
2024 Proposed Budget	
Education Outreach	
No Child Left Inside Grant - Outreach Education to Schools	
Publications/Brochures	4,000
Education/Supplies/Display	750
Conferences/Training	500
Subtotal	**5,250**
Watercraft Inspections	
(7) Level 1 Watercraft Inspectors - Equivalent to 7,680 hours *2 Full-Time Level 1 Inspectors - CLFLWD 1,920 Hours *6 Full-Time Level 1 Inspectors - Chisago County 5,760 Hours	123,840
(2) Level 2 Watercraft Inspector Decontamination - Equivalent to 1,920 hours *1 Part-Time Level 2 Inspector - CLFLWD 350 Hours	35,520
FICA, Medicare Match	11,000
(1) Full-Time Field Lead/Level 2 Watercraft Inspector/AIS Education Specialist - Equivalent of 1,560 hours	55,000
FICA, PERA, Social Security, Medicare Match, Insurance	12,000
Uniforms & Supplies	3,000
Sherriff's Department Water Patrol Watercraft Inspections CD3 Station	9,000
Subtotal	**249,360**
Equipment	
Watercraft Inpector Tablets, Power Cords, Supplies	1,000
Truck, Decontamination Unit, Boat, Supplies, Gas/Oil	5,500
Subtotal	**6,500**
Early Detection, Rapid Response	
Zebra Mussel Plate Samplers	250
AIS Detector Program/Volunteer Training	750
Point Intercept Surveys	7,555
eDNA Analysis	1,000
Scuba Surveys	1,000
Rapid Response	0
Subtotal	**10,555**
Mileage	**916**

Postage	200
CLFLWD Reimbursement	5,000
St. Croix Basin AIS Coordination (Starry Trek, Early Detection)	9,635
Administration/Coordination	5,000
Contingency/Reserves	5,000
Total Expenses	297,416

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DEPARTMENT OF NATURAL RESOURCES

226899

DELEGATION AGREEMENT
Aquatic Invasive Species (AIS) Prevention
Inspection of Water-related Equipment

This agreement is made by and between the Department of Natural Resources (referred to as DNR), an administrative agency of the State of Minnesota and

Chisago County

(referred to as Governmental Unit), a local government unit (individually referred to generally as a Party or together as Parties). This agreement is entered into under authority granted to DNR pursuant to Minnesota Statutes section 84D.105.

WHEREAS AQUATIC INVASIVE SPECIES (AIS) are nonnative species that cause or may cause economic or environmental harm or harm to human health or threatens or may threaten natural resources or the use of natural resources in the state;

WHEREAS DNR has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; DNR has in its employ conservation officers trained and authorized to enforce the state invasive species laws; and DNR has developed AIS inspection protocols;

WHEREAS pursuant to Minnesota Statutes section 84D.105, Subdivision 2(a), Governmental Unit is a Tribal or local government that agrees to assume legal, financial, and administrative responsibilities for inspection programs on some or all public waters within their jurisdiction; and

WHEREAS DNR and Governmental Unit are committed to the following three core principles:

- Coordination of their authority and resources to develop a reasonable and effective water-related equipment inspection requirement to stop the spread of AIS in the state and prevent the introduction of new AIS;
- a collaborative, cooperative approach to AIS management and prevention;
- ensuring continued access to public waters.

NOW, THEREFORE it is mutually agreed by and between the Parties as follows:

1. PURPOSE. The purpose of this agreement is to enhance Minnesota's capacity to prevent the spread of AIS by enabling local governmental entities to perform AIS inspections and manage access to water resources in keeping with the three principles stated above.

2. TASKS AND RESPONSIBILITIES.

A. DNR or its delegee will provide training of individuals employed by Governmental Unit and/or individuals working for contractors to Governmental Unit as inspectors and, upon successful completion of training and testing requirements, the DNR will certify individuals as authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 2(a). DNR will assume all obligation for training to the extent set forth in Minnesota Statutes section 84D.105.

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B. When requested by a law enforcement agency, DNR Enforcement will provide AIS training to licensed peace officers

C. Governmental Unit will work with their local city and county law enforcement to ensure that local licensed peace officers are available to support Governmental Unit inspectors. Governmental Unit inspectors shall utilize local city and county law enforcement agencies as their primary law enforcement support when inspection stations are operated. DNR Conservation Officers may assist with support if a local agency officer is unavailable and there is an egregious violation.

D. Governmental Unit will design and implement an AIS inspection program, detailed in a Watercraft Inspection Program Plan, which must be approved by DNR, on some or all public waters within their jurisdiction utilizing existing authorities and the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a), clauses 1, 3, and 4 (the Program). The program must comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.

E. Governmental Unit will designate individuals employed by the Governmental Unit and or individuals working for contractors to Governmental Unit to serve as inspectors for the Program and ensure that these individuals complete the required training and certification in paragraph 2A of this agreement prior to performing inspections. Governmental Unit will help coordinate training of licensed peace officers as provided under paragraph 2B of this agreement.

F. Governmental Unit will provide one or more inspection stations established under the Program with trained and certified inspectors, who will exercise inspection authorities in accordance with current DNR procedures and manuals. General inspection procedures include:

i. Visually and tactilely inspecting water-related equipment to determine whether aquatic invasive species, aquatic macrophytes, or water is present;
ii. Instructing persons on how to comply with AIS laws by removing AIS, draining, decontaminating. or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species, aquatic macrophytes, and water;
iii. Issuing verbal orders to prohibit placing water-related equipment, that has AIS attached or water that has not been drained, into waters of the state;
iv. With owner's consent, assisting with the removal of AIS and decontamination of water-related equipment; and
v. Contacting local law enforcement or Conservation Officers if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with requirements to drain water prior to leaving the water access.

G. Governmental Unit will support education and outreach projects and programs designed to increase public awareness and knowledge of the risks AIS pose to water resources and public capacity to contribute to the effort to prevent and manage the spread of AIS.

H. Governmental Unit assumes legal, financial, and administrative responsibilities for their staff and/or individuals working for contractors and the actions of their staff/contractors and will bear costs incurred in completing the tasks and responsibilities herein, except that DNR will provide, at its sole expense, staff and/or contracted professionals to coordinate and conduct the training described herein.

I. Governmental Unit and DNR will regularly meet or consult with each other to collaboratively develop the above-described elements of Governmental Unit AIS Program and potential models that could be used by other local government entities to help the prevent the spread of AIS, guided by the three core principles stated above.

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J. Governmental Unit must submit an End-of-Season Watercraft Inspection Report to the DNR summarizing the results and issues related to implementing the inspection program.

3. LIABILITY. Each Party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the Parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws.

4. TERM AND TERMINATION. The agreement becomes effective on the date of final signature. This agreement expires on December 31; 2025 . The agreement may be terminated with or without cause by 30-day written notice to the other Party.

5. ENTIRE AGREEMENT. This agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between DNR and Governmental Unit, and contains the entire agreement with regard to the subject matter herein.

6. AMENDMENTS. This agreement may be amended only by the mutual consent of the Parties in writing, signed by each of the Parties.

7. NOTICE. Any written communication required under this agreement will be addressed to the other Party as follows, except that any Party may change its representative and/or address for notice by so notifying the other Party in writing:

To DNR:

Watercraft Inspection Program Coordinator
Minnesota Department of Natural Resources
500 Lafayette Road, Box 25
St. Paul MN 55155-4025

To Governmental Unit:

Name/Title: Susanna Wilson Witkowski, Water Resource Manager

Governmental Unit: Chisago County

Address: 313 North Main Street, Center City, MN 55012

Address:

8. GOVERNING LAW AND VENUE. This agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. 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.

9. WAIVERS. The waiver by DNR or Governmental Unit of any breach or failure to comply with any provision of this agreement by the other Party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

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10. STATE AUDITS. Under Minnesota Statutes section 16C.05, subd. 5, Governmental Unit books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

11. GOVERNMENT DATA PRACTICES. Governmental Unit and DNR must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by DNR under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit under this agreement. The civil remedies of Minnesota Statute section 13.08 apply to the release of the data referred to in this clause by either Governmental Unit or DNR.

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify the DNR's Data Practices Compliance Official. The Governmental Unit's response to the request shall comply with applicable law.

The state complies with Minnesota Government Data Practices Act regarding the released of any data created, collected, received, stored, used, maintained, or disseminated by the respective party under this agreement. The state and the Governmental Unit shall let each other know when a data request has been received.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto execute and deliver this agreement.

GOVERNMENTAL UNIT: Chisago County

By: Lon Morphew

Title: Chair, Board of Commissioners

Date: 3/13/2023

Reviewed and Approved to Form:

Jeffrey B. Fuge

Jeffrey B. Fuge
Assistant County Attorney
February 16, 2023

DEPARTMENT OF NATURAL RESOURCES

By: DocuSigned by: Katie Smith 666A3882678F4BF...

Title: Director, Division of Ecological and Water Resources

Date: March 30, 2023

CHISAGO COUNTY
MAR - 1 2023
BOARD APPROVED

COMMISSIONER OF ADMINISTRATION

By: DocuSigned by: Kim Montgomery 988C1E45D0B5484...

Title: Contract Coordinator

Date: March 30, 2023

DS LB March 30, 2023

Joint Powers Cost-Sharing Agreement between Chisago County and Comfort Lake Forest Lake Watershed District for Boat Launch Inspections.

Pursuant to Minnesota Statutes §471.59, Chisago County and the Comfort Lake-Forest Lake Watershed District (CLFLWD), enter into this cost-sharing agreement for the purpose of conducting watercraft inspections, as follows:

RECITALS

WHEREAS, the CLFLWD is located within Chisago and Washington Counties.

WHEREAS, Chisago County and CLFLWD contain multiple high value recreational lakes.

WHEREAS, aquatic invasive species including Eurasian Watermilfoil, Curlyleaf Pondweed, Flowering Rush, and Zebra Mussels are found in these lakes.

WHEREAS, Chisago County and CLFLWD share a goal of reducing the spread of aquatic invasive species.

WHEREAS, the primary means of spread of aquatic invasive species is via boats moving from one lake to another.

WHEREAS, there are 20 public water accesses (trailer) within Chisago County and an additional 4 public water accesses within the Washington County portion of the CLFLWD, 24 public water accesses in total.

WHEREAS, Chisago County and CLFLWD each separately has entered into a Delegation Agreement with the Minnesota Department of Natural Resources (DNR) that, subject to stated conditions, establishes its authority to perform aquatic invasive species inspections and manage access to water resources.

WHEREAS, it is the intent of this Agreement that CLFLWD provide Chisago County reimbursement for the costs incurred to conduct watercraft inspection activity as described in this agreement; and

WHEREAS, it is the intent of this Agreement that Chisago County provide funding to CLFLWD for CLFLWD to conduct water inspection activities on Comfort Lake in addition to and independent from those watercraft inspection activities as may be required of Chisago County to carry out on Comfort Lake as specified in this Agreement.

TERMS

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows and intend that it shall be legally binding:

Approved to Form-February 14, 2024

1. **SCOPE OF SERVICES.** Chisago County will provide the following

a. Chisago County will employ, train and supervise up to five part-time seasonal watercraft inspectors. The employees will provide watercraft inspections on the 4 public water accesses within the Washington County portion of the CLFLWD: Forest Lake (3 accesses) and Bone Lake, along with inspections at Comfort Lake.

b. Chisago County and CLFLWD will coordinate informally on the allocation of inspector hours to specific accesses and times. Chisago County will allocate at least 250 inspection hours to the Comfort Lake access and such allocation shall be independent of those inspection activities that CLFLWD may conduct on Comfort Lake

c. Chisago County agrees that boat launch inspections will be performed by Department of Natural Resources certified inspectors and that all inspection activity will be conducted in accordance with the Delegation Agreement between Chisago County and the DNR; Minnesota Statutes chapter 84D; and other applicable legal requirements. Inspectors will record inspection information in accordance with protocols identified in inspector training and for the purposes of: (a) enabling the performance and outcome of the program to be assessed; and (b) supporting any enforcement activity that may occur.

2. **FEES FOR SERVICES AND REIMBURSEMENT**

a. CLFLWD will reimburse Chisago County in an amount not to exceed $35,000 for those costs incurred by Chisago County for employing watercraft inspectors at an hourly rate of up to $23 per hour for Level 1 and Level 2 inspections.

b. Chisago County and CLFLWD each will bear its own administrative costs.

c. Chisago County will submit a reimbursement request to CLFLWD at mid-season and end of year for watercraft inspector wages and direct costs. Mileage will be reimbursed at the current IRS rate per mile. CLFLWD will pay Chisago County within 30 days of receiving a reimbursement request. Direct costs must be approved by CLFLWD and may include items such as uniforms or equipment purchases. The parties will agree on the disposition of any property purchased with funds provided under this Agreement.

3. **CHISAGO COUNTY FUNDING FOR CLFLWD INSPECTORS**. Independent of sections 1-2, above, Chisago County will fund the CLFLWD in the amount of $5,000 for CLFLWD inspections at the Comfort Lake access during the term of this agreement. County payment will occur within 30 days of a CLFLWD written request for payment documenting CLFLWD has provided at least 250 inspection hours on Comfort Lake access

Approved to Form-February 14, 2024

4. CONTRACT TERM. The term of this agreement shall commence upon final signature and continue in full force and effect until the scope of service has been completed, or December 31, 2024, or the contract is terminated as provided herein, whichever occurs first. By December 31, 2024, Chisago County will report to CLFLWD on the inspection program. The parties will coordinate informally to determine the most useful framework and content of the report.

5. TERMINATION OF CONTRACT. The parties agree that this contract will not be terminated until the services are provided herein, unless there is a substantial failure to perform the duties herein. Termination for this reason requires 30 days' written notice, during which the parties will cooperate to identify and seek to resolve the performance issue.

6. WATERCRAFT INSPECTORS. Watercraft Inspectors referenced in section 1, above, are employees of Chisago County and shall at all times herein be considered Chisago County employees. These inspectors shall be subject to the personnel and other policies of Chisago County. CLFLWD shall not have authority to direct these inspectors.

7. INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its board members and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereby sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing in this Agreement constitutes: (a) agreement by either party to be responsible for the acts or omissions of the other party within the meaning of Minnesota Statutes §471.59, subdivision 1a; or (b) a waiver in part or whole of any immunity, defense or liability limit applicable to either party under law.

8. INSURANCE. In order to ensure that each party will be able to provide indemnification as required by the above provision, each party will maintain general liability and automobile liability coverage limits not less than those prescribed under Minn. Stat. §466.04; and Workers Compensation insurance coverage or self-insurance in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.

9. ASSIGNMENT. Neither Chisago County nor CLFLWD may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the written consent of the other, which consent shall not be unreasonably withheld.

10. NON-WAIVER AND CUMULATION OF REMEDIES. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at low or in equity, or to exercise an option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a

continuing waiver, but shall apply solely to the instances to which such waiver is directed. The remedies provided under this Agreement shall be cumulative and not alternative, and the election of any one remedy for breach shall not preclude the pursuit of other remedies.

11. DATA PRIVACY. Chisago County and CLFLWD agree to abide by the applicable provisions of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

12. RECORDS RETENTION AND AVAILABILITY/AUDIT. Chisago County and CLFLWD shall keep pertinent business records pursuant to this Agreement. Such records shall be maintained for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Both parties shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by Chisago County, CLFLWD, and the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute §16C.05, subd. 5. The records may also be subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement.

13. ENTIRE AGREEMENT. This Agreement embraces the entire agreement between the parties. No oral agreement or representation concerning this Agreement shall be binding.

14. SEVERABILITY. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

15. AMENDMENTS. This Agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties when dated and attached hereto without altering the other terms of this agreement.

(Signatures found on next page.)

Approved to Form-February 14, 2024

IN WITNESS WHEREOF, Chisago County and CLFLWD have caused this Agreement to be executed by the person authorized to act in their respective names on the date shown below.

Approved at the Chisago County Board meeting this ____ day of _____, 2024.

By _____
Chair of Chisago County Board

Date:

Attest by _____
Clerk of Chisago County Board

Approved as to form and execution:

JANET REITER, CHISAGO COUNTY ATTORNEY

By: _____
Jeffrey B. Fuge, Assistant County Attorney
Dated: February 14, 2024

Approved at the Comfort Lake Forest Lake Watershed District meeting this ___ day of _____, _____

By _____
President of Comfort Lake-Forest Lake Watershed District

Date:

Approved as to form and execution:

_____

Attorney for
Comfort Lake-Forest Lake Watershed
Dated: _____

Approved to Form-February 14, 2024

PERSONNEL REQUISITION

Date prepared: February 13, 2024

Position to be filled: Watercraft Inspector Level 1	No. Requesting: the equivalent of 2 positions at 40 hours per week minimum = 1,920 hours	Date to be filled: April 19, 2024

Justification: ☒ Temporary Seasonal Positions ☐ Increased work load ☐ New Position ☐ Replacement For Whom?

Hours of Work: daylight – 7 days a week	Hours per Week: 40 hours per week minimum.	Grade Level:	Max Start Salary: $16/hour. The hourly wage increases to $16.50 per hour if a Watercraft Inspector has worked for three or more years/seasons.

Name of Supervisor: Susanna Wilson Witkowski

Job Duties and responsibilities (attach job description). List any changes in job description.

1. Inspect watercraft for Aquatic Invasive Species.
2. Inform and educate the public on the threats of ecologically harmful Aquatic Invasive Species to the lakes and rivers in Chisago County.
3. Provide citizens with training and education on how to prevent Aquatic Invasive Species transport.

Education, experience, skills, special training, licenses needed:

1. Education and experience
   a. Graduation from high school or equivalent
   b. Currently pursuing, or completed a college degree program in areas such as Biology, Natural Resources, Fisheries & Wildlife, Law Enforcement, Communications, Recreation Resource Management, Recreation, Park & Leisure, Ecology, Environmental Science, Forestry, Geology, Sociology, Sociology of Law, Criminology & Deviance, or Urban & Community Forestry.
   c. Valid Driver's License or the ability to make alternative travel arrangements to fulfill the duties of the job.
   d. Computer/word processing skills.
2. Knowledge, skills and abilities
   a. Excellent verbal communication skills.
   b. Sound understanding of customer relations.
   c. Ability to coordinate multiple tasks within a professional setting.
   d. Ability to work independently with minimal supervision.
   e. Sense of humor.
   f. Demonstrated interest in environmental work through education, volunteer work, or hobbies.

Recruitment Selection: (check appropriate boxes)

- ☐ Internal only
- ☒ Internal & External
- ☒ Local Newspapers
- ☐ Minneapolis Sunday
- ☐ St. Paul Sunday

Merit System

- ☐ County Promotional
- ☐ State Promotional
- ☐ County Competitive
- ☐ State Competitive

Requested by & date: Kurt Schneider, February 21, 2024

Department Head Approval & Date:

Human Resources Approval & Date:

Position Filled by:

Grade Level: Step Level: Starting Salary:

Start date:

Comments:

POSITION: Watercraft Inspector Level 1 DEPARTMENT: Zoning/Environmental Services

☒ Temporary Seasonal Position

☐ New Position

☐ Replacement for:_____ Vacant Since:_____

Estimated Annual Personnel Costs (Including Benefits):
$15,360 per employee equivalent X2 = $30,720

Estimated Hard Costs (Newly Incurred): (check those that apply and include details)

☐	Vehicle:	$_____	
☐	Desk/Office Set-up:	$_____	Details:_____
☐	Telephone:	$_____	Details:_____
☒	Computer:	$300 X 2 = $600	Details: Tablets to record survey data at accesses
☒	Other:	$400 X 2 = $800	Details: Uniforms, shirts, hats, rain coats, banners
	TOTAL HARD COSTS:	$700 X 2 = $1,400	

TOTAL COSTS:
$16,060 per employee equivalent X 2 = $32,120

Financing of Position:

☐	Revenue Generated:	$_____
☐	Grants:	$_____
☐	Levy:	$_____

TOTAL INCOME: $_____

This space is reserved for Human Resources comments:

Reason for New Position: Annual program to conduct watercraft inspections for Aquatic Invasive Species at public water accesses.

Results of Denial:_____

PERSONNEL REQUISITION

Date prepared: February 13, 2024

Position to be filled: Watercraft Inspector Level 1	No. Requesting: the equivalent of 6 positions at 20 hours per week minimum, up to 40 hours per week = 5,760 hours	Date to be filled: April 19, 2024

Justification: ☒ Temporary Seasonal Positions ☐ Increased work load ☐ New Position ☐ Replacement For Whom?

Hours of Work: daylight – 7 days a week	Hours per Week: 20 hours per week minimum, up to 40 hours per week.	Grade Level:	Max Start Salary: $16/hour. The hourly wage increases to $16.50 per hour if a Watercraft Inspector has worked for three or more years/seasons.

Name of Supervisor: Susanna Wilson Witkowski

Job Duties and responsibilities (attach job description). List any changes in job description.

1. Inspect watercraft for Aquatic Invasive Species.
2. Inform and educate the public on the threats of ecologically harmful Aquatic Invasive Species to the lakes and rivers in Chisago County.
3. Provide citizens with training and education on how to prevent Aquatic Invasive Species transport.

Education, experience, skills, special training, licenses needed:

1. Education and experience
   a. Graduation from high school or equivalent
   b. Currently pursuing, or completed a college degree program in areas such as Biology, Natural Resources, Fisheries & Wildlife, Law Enforcement, Communications, Recreation Resource Management, Recreation, Park & Leisure, Ecology, Environmental Science, Forestry, Geology, Sociology, Sociology of Law, Criminology & Deviance, or Urban & Community Forestry.
   c. Valid Driver's License or the ability to make alternative travel arrangements to fulfill the duties of the job.
   d. Computer/word processing skills.
2. Knowledge, skills and abilities
   a. Excellent verbal communication skills.
   b. Sound understanding of customer relations.
   c. Ability to coordinate multiple tasks within a professional setting.
   d. Ability to work independently with minimal supervision.
   e. Sense of humor.
   f. Demonstrated interest in environmental work through education, volunteer work, or hobbies.

Recruitment Selection: (check appropriate boxes)

☐ Internal only
☒ Internal & External
☒ Local Newspapers
☐ Minneapolis Sunday
☐ St. Paul Sunday

Merit System
☐ County Promotional
☐ State Promotional
☐ County Competitive
☐ State Competitive

Requested by & date: Kurt Schneider, February 21, 2024

Department Head Approval & Date:

Human Resources Approval & Date:

Position Filled by:
Grade Level: Step Level: Starting Salary:
Start date:

Comments:

POSITION: Watercraft Inspector Level 1 DEPARTMENT: Zoning/Environmental Services

☒ Temporary Seasonal Position

☐ New Position

☐ Replacement for:_____ Vacant Since:_____

Estimated Annual Personnel Costs (Including Benefits):
$15,360 per employee equivalent X 6 = $92,160

Estimated Hard Costs (Newly Incurred): (check those that apply and include details)

☐	Vehicle:	$_____	
☐	Desk/Office Set-up:	$_____	Details:_____
☐	Telephone:	$_____	Details:_____
☒	Computer:	$300 X 6 = $1,800	Details: Tablets to record survey data at accesses
☒	Other:	$400 X 6 = $2,400	Details: Uniforms, shirts, hats, rain coats, banners
	TOTAL HARD COSTS:	$700 X 6 = $4,200	

TOTAL COSTS:
$16,060 per employee equivalent X 6 = $96,360

Financing of Position:

☐	Revenue Generated:	$_____
☐	Grants:	$_____
☐	Levy:	$_____

TOTAL INCOME: $_____

This space is reserved for Human Resources comments:

Reason for New Position: Annual program to conduct watercraft inspections for Aquatic Invasive Species at public water accesses.

Results of Denial:_____

PERSONNEL REQUISITION

Date prepared: February 13, 2024

Position to be filled: Watercraft Inspector Level 2	No. Requesting: the equivalent of 2 positions at 20 hours per week minimum, up to 40 hours per week = 1,920 hours	Date to be filled: April 19, 2024

Justification: ☒ Temporary Seasonal Positions ☐ Increased work load ☐ New Position ☐ Replacement For Whom?

Hours of Work: daylight – 7 days a week	Hours per Week: 20 hours per week minimum, up to 40 hours per week	Grade Level:	Max Start Salary: $18.50/hour

Name of Supervisor: Susanna Wilson Witkowski

Job Duties and responsibilities (attach job description). List any changes in job description.

1. Inspect watercraft for Aquatic Invasive Species.
2. Assist watercraft users with decontamination of their watercraft.
3. Inform and educate the public on the threats of ecologically harmful Aquatic Invasive Species to the lakes and rivers in Chisago County.
4. Provide citizens with training and education on how to prevent Aquatic Invasive Species transport.

Education, experience, skills, special training, licenses needed:

1. Education and experience
   a. Graduation from high school or equivalent
   b. Currently pursuing, or completed a college degree program in areas such as Biology, Natural Resources, Fisheries & Wildlife, Law Enforcement, Communications, Recreation Resource Management, Recreation, Park & Leisure, Ecology, Environmental Science, Forestry, Geology, Sociology, Sociology of Law, Criminology & Deviance, or Urban & Community Forestry.
   c. One-year experience as a watercraft inspector.
   d. Valid Driver's License or the ability to make alternative travel arrangements to fulfill the duties of the job.
   e. Computer/word processing skills.
2. Knowledge, skills and abilities
   a. Excellent verbal communication skills.
   b. Sound understanding of customer relations.
   c. Ability to coordinate multiple tasks within a professional setting.
   d. Ability to work independently with minimal supervision.
   e. Sense of humor.

f. Demonstrated interest in environmental work through education, volunteer work, or hobbies.

Recruitment Selection: (check appropriate boxes)

- ☐ Internal only
- ☒ Internal & External
- ☒ Local Newspapers
- ☐ Minneapolis Sunday
- ☐ St. Paul Sunday

Merit System

- ☐ County Promotional
- ☐ State Promotional
- ☐ County Competitive
- ☐ State Competitive

Requested by & date: Kurt Schneider, February 21, 2024

Department Head Approval & Date:

Human Resources Approval & Date:

Position Filled by:

Grade Level: Step Level: Starting Salary:

Start date:

Comments:

POSITION: Watercraft Inspector Level 2 DEPARTMENT: Zoning/Environmental Services

☒ Temporary Seasonal Position

☐ New Position

☐ Replacement for:_____ Vacant Since:_____

Estimated Annual Personnel Costs (Including Benefits):
$17,760 per employee equivalent X 2 = $35,520

Estimated Hard Costs (Newly Incurred): (check those that apply and include details)

☐	Vehicle:	$_____	
☐	Desk/Office Set-up:	$_____	Details:_____
☐	Telephone:	$_____	Details:_____
☒	Computer:	$300 X 2 = $600	Details: Tablet to record survey data at access
☒	Other:	$400 X 2 = $800	Details: Uniforms, shirts, hats, rain coats, banners
	TOTAL HARD COSTS:	$700 X 2 = $1,400	

TOTAL COSTS:
$18,460 per employee equivalent X 2 = $36,920

Financing of Position:

☐	Revenue Generated:	$_____
☐	Grants:	$_____
☐	Levy:	$_____

TOTAL INCOME: $_____

This space is reserved for Human Resources comments:

Reason for New Position: Annual program to conduct watercraft inspections for Aquatic Invasive Species at public water accesses.

Results of Denial:_____

WILD RIVERS
ST. CROIX CONSERVANCY NAMEKAGON
Formerly the St. Croix River Association

February 1, 2024

Susanna Wilson Witkowski
Water Resource Manager
Chisago County
313 North Main Street
Center City, MN 55012

Dear Ms. Wilson Witkowski:

The Wild Rivers Conservancy of the St. Croix and Namekagon would like to offer our services for aquatic invasive species (AIS) prevention and planning. Currently, The Conservancy is working to implement a watershed-wide AIS Strategic Plan addressing AIS threats in the St. Croix River watershed. We believe it is critical to look at the watershed as a whole, and seek your support to ensure that complementary efforts for AIS prevention and management, as identified in the plan, are carried out in Chisago County.

Our previous efforts have shown that there is a need for continued coordinated efforts to reduce the impacts, slow the spread, and/or reduce the devastation caused by AIS. Looking ahead for 2024, The Conservancy offers to:

- Coordinate with the St. Croix River watershed stakeholders, including those within Chisago County, in achieving the prevention, containment, and control of AIS and their impacts.
- Coordinate information and outreach to targeted audiences in high value areas regarding invasive species. This includes participation in the annual Chisago County Water Festival.
- Coordinate and conduct Zebra mussel veliger sampling on approximately 14 Chisago County lakes/sites. (Specific lakes to be mutually agreed upon).
- Coordinate and conduct Spiny water flea tows on approximately 14 Chisago County lakes/ sites in conjunction with Zebra mussel veliger sampling. (Specific lakes to be mutually agreed upon).
- Facilitate Starry Trek, a citizen science event focusing on learning how to identify and search for starry stonewort, and other aquatic invasive species in area lakes in Chisago County in 2024. We aim to reach 20 volunteers while visiting lakes determined by MAISRC.
- Coordinate and organize a 2024 decontamination blitz weekend, including the Osceola Landing public water access, and other MN DNR stationed accesses to educate and raise awareness of AIS efforts and threats to the public.
- Host at least one regional workshop in Chisago County in the spring of 2024, gathering community scientists, the public, multiple partners, and agencies to learn about and coordinate efforts to address the newest AIS threats to the area.

The Conservancy requests $9,635.00 from Chisago County AIS to support and implement the above goals, strategies, and actions.

PO Box 655 | 230 S. Washington St, Unit 1 | St. Croix Falls, WI 54024
wildriversconservancy.org

Activities and Costs:

Activity	Activity Description	Total Activity Cost	Chisago County AIS Funds Requested
General Support for Regional AIS Coordination	**$3,000.00** for general coordination and inclusion in regional work, this includes the regional AIS workshop for 2024, Decontamination Blitz weekend and public outreach events.	**$3,000.00**	**$3,000.00**
Zebra mussel Early Detection	$1,400 sample processing ($100/ sample, 14 lakes/sites) +$335 mileage (@ $0.67/mi for 500 miles total) +$1,000 sampling time (1 boat driver, 1 sampler @$25/hr each for 40 hrs) **=$2,735.00**	**$2,735.00**	**$2,735.00**
Spiny water flea Early Detection	**$1,400** sample processing ($100/ sample, 14 lakes/sites)	**$1,400.00**	**$1,400.00**
Starry Trek	$2,500.00 coordination & hosting time (50 hrs @ $50/hr) **=$2,500.00**	**$2,500.00**	**$2,500.00**

Wild Rivers Conservancy's mission is to inspire stewardship to forever ensure the rare ecological integrity of the St. Croix and Namekagon Riverway. As the non-profit partner for the Riverway, we work with the National Park Service to support Riverway protection and enhancement, and provide opportunities for people to explore and discover the St. Croix and Namekagon Rivers. We prioritize conservation activities that improve water quality, protect and enhance land, and increase stewardship efforts. The Conservancy is the "go-to" group for addressing issues that affect the St. Croix watershed and this national park. This work aligns with our strategic goal to protect and enhance the natural resources and ecosystems in the St. Croix River watershed.

If you have any questions, please do not hesitate to contact me at (715) 483-3300 or dryun@wildriversconservancy.org or Wild Rivers Conservancy Invasive Species Coordinator, Maria Young at myoung@wildriversconservancy.org

Sincerely,

Deb Ryun

Deb Ryun, Executive Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
WILD RIVERS CONSERVANCY AND CHISAGO COUNTY

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by the Wild Rivers Conservancy, located at 1015 N Cascade Street, PO Box 938, Osceola, WI 54020, and Chisago County, located at 313 North Main Street, Center City, MN 55012, for implementation of an Aquatic Invasive Species (AIS) Strategic Plan for the St. Croix Basin, consistent with and pursuant to the following terms:

DELIVERABLES:

The Wild Rivers Conservancy will provide personnel and equipment to:

1. Coordinate among St. Croix River watershed stakeholders, including those within Chisago County, in achieving the prevention, containment, and control of AIS and their impacts.
2. Coordinate information and outreach to targeted audiences in high value areas regarding invasive species. This includes participation in the annual Chisago County Water Festival.
3. Coordinate and conduct zebra mussel veliger sampling on approximately fourteen Chisago County lakes/sites. (Specific lakes to be determined.)
4. Coordinate and conduct Spiny water flea tows on approximately fourteen Chisago County lakes/sites in conjunction with Zebra mussel veliger sampling. (Specific lakes to be determined.)
5. Facilitate Starry Trek, a citizen science event focusing on learning how to identify and search for starry stonewort, and other aquatic invasive species in area lakes in Chisago County in 2024. We aim to reach 20 volunteers while visiting lakes determined by the MAISRC.
6. Coordinate and organize a 2024 decontamination blitz weekend, including the Osceola Landing public water access, and other MN DNR stationed accesses to educate and raise awareness of AIS efforts and threats to the public.
7. Host at least one regional workshop in Chisago County in the spring of 2024, gathering citizen scientists, the public, multiple partners, and agencies to learn about and coordinate efforts to address the newest AIS threats to the area. Previous workshop topics have been on Zebra mussels, Eurasian watermilfoil and invasive Phragmites.

Chisago County will:

1. Fully engage in the AIS Strategic Planning and implementation process and provide information as requested to complete and implement the AIS Strategic Plan.
2. Participate in the review and implementation of the AIS Strategic Plan.
3. Upon satisfactory completion of work, pay the Wild Rivers Conservancy limit not to exceed $9,635 during the Memorandum of Understanding period.

TERM OF CONTRACT:
The terms of this Memorandum of Understanding shall be from January 1, 2024 through December 31, 2024 (irrespective of the dates of execution below) unless extended or terminated earlier as provided herein.

TERMINATION OF CONTRACT: Either party may terminate the Agreement for any reason, or for no reason at all, under the circumstances provided herein.

1. Termination by either party shall require at least 30 days written notice to the other party to the Agreement.
2. Wild Rivers Conservancy will provide true and correct copies (including paper, electronic, photo, and digital) of all pertinent working and archived files in the possession of Wild Rivers Conservancy to the County within 30 days after termination of the agreement.

AUTHORIZED REPRESENTATIVE: In order to facilitate communication necessary to carry out the work contemplated in this Memorandum of Understanding, the Parties designate the following authorized representatives, respectively:

Wild Rivers Conservancy:

Deb Ryun
Executive Director
Wild Rivers Conservancy
1015 N Cascade Street
PO Box 938
Osceola, WI 54020
715-483-3300
debryun@wildriversconservancy.org

Chisago County:

Susanna Wilson Witkowski
Chisago County Water Resource Manager
Chisago County Government Center
313 North Main Street, Room 243
Center City, MN 55012
651-213-8380
susanna.wilson@chisagocountymn.gov

INDEMNIFICATION: Notwithstanding any other provisions to the contrary each Party to this agreement agrees to be responsible for its own acts and omissions for any activity under this agreement. Each agrees to defend, indemnify and hold harmless, the other and its officers, employees and agents for any and all claims arising out of activities related to the service provided under this agreement.

INSURANCE REQUIREMENTS: Each Party agrees that it will at all times during the term of the agreement keep in force policies of insurance providing liability coverage for activities carried out under this agreement at amounts determined to be sufficient for the party by its governing board, council, directors or administrators.

DATA PRIVACY: All data collected, created, received, or used for any purposes in the course of SCRA's performance of this agreement is governed by Minn. Stat. 13.01, et seq., and/or any and all other applicable state and federal provisions. The contractor agrees to abide by these statutes, rules and regulations as in effect and as amended.

RECORD DISCLOSURES/MONITORING: Pursuant to Minn. Stat. 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Wild Rivers Conservancy relevant to the Agreement are subject to examination by the County, and either the legislative auditor or the state auditor, as appropriate. Wild Rivers Conservancy agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

COMPLIANCE WITH LAW: Wild Rivers Conservancy shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they relate to the performance of the provisions of this agreement.

INDEPENDENT CONTRACTOR: Parties agree that Wild Rivers Conservancy is acting as an independent contractor under this agreement.

SUBCONTRACTING AND ASSIGNMENT: Wild Rivers Conservancy 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, Wild Rivers Conservancy is responsible for the performance of all subcontractors.

CHISAGO COUNTY:

By: _____
Marlys Dunne, Chairman Date
Chisago County Board of Commissioners

Witnessed: _____
Clerk to the Board Date

WILD RIVERS CONSERVANCY

By: _____
Chair, Wild Rivers Conservancy Date

Reviewed: _____
Witnessed: Executive Director Date

REVIEWED AS TO FORM:

_____
Jeffrey B. Fuge Date
Assistant County Attorney
Chisago County Attorney's Office

memo

Project Name | 2024 Chisago County Point-Intercept Surveys **Date** | 1/26/2024

To / Contact info | Susanna Wilson

Cc / Contact info |

From / Contact info | Greg Graske, PE, Jimmy Marty

Regarding | Horseshoe and Fish Lake Point-Intercept Surveys – Cost Estimate

EOR was requested to provide aquatic macrophyte point-intercept survey cost estimates for both aquatic plant point-intercept surveys of Horseshoe and Fish lakes for consideration by the County. An optional web mapping task is also provided. Costs for performing these surveys are described below.

Proposed Tasks & Assumptions

Surveys will be conducted in July/August to target peak aquatic plant diversity.

Task 1:Horseshoe Lake Aquatic Plant Point-Intercept Survey
Horseshoe Lake is approximately 224 acres, of which 112 acres are considered littoral. To estimate the effort needed to conduct the survey, EOR referenced level of effort for the 2017 point-intercept survey of Horseshoe Lake. The 2017 survey grid used a 65 x 65 meter grid with a total of 215 points, with vegetation present at 102 points. Based on this information, field preparations and sampling all aquatic plants and estimating plant density for each species identified are estimated to take 10 hours over one day. An additional 8 hours will be required to develop maps in GIS and a summary memo describing the distribution, density, and floristic quality of the aquatic plant community.

EOR Fee- 18 hours including report summary and mileage = $2,905
Assumptions: Two County staff members will assist with the survey and will provide a boat to conduct the work

Task 2: Fish Lake Aquatic Plant Point-Intercept Survey
Fish Lake is approximately 319 acres, of which 141 acres are considered littoral. To estimate the effort needed to conduct the survey, EOR referenced level of effort for the 2017 point-intercept survey of Fish Lake. The 2017 survey grid used a 65 x 65 meter grid with a total of 303 points, with vegetation present at 144 points. Based on this information, field preparations and sampling all aquatic plants and estimating plant density for each species identified are estimated to take 16 hours over one and a half days. An additional 8 hours will be required to develop maps in GIS and a summary memo describing the distribution, density, and floristic quality of the aquatic plant community.

EOR Fee- 24 hours including report summary and mileage = $3,880
Assumptions: Two County staff members will assist with the survey and will provide a boat to conduct the work

Task 3: Web Mapping
EOR will create an interactive web map of 2024 aquatic macrophyte point-intercept survey data for Horseshoe and Fish lakes. The web map will include point data that users can click to view all species and vegetation densities observed at a given point. A link to the web map will be included in the 2024

summary memo for each lake. The link will be publicly accessible. Map presentation will use a similar style to the web map delivered in 2023.

Web maps will be hosted by EOR for 3-years free of charge. EOR incurs fees from a third party for hosting the web maps in the cloud. These fees are currently nominal for a project this size; however, it is unknown if this will change in the future. Ongoing maintenance costs will be reviewed after three years at which time EOR will determine if a pass-through fee will be required to maintain the site. Should a fee be required, the County will have the option to discontinue service to avoid paying the fee. Future requested revisions to the web maps will be billed at EOR's regular hourly rates.

EOR Fee-5 hours = $770

AGREEMENT BETWEEN
EMMONS & OLIVIER RESOURCES, INC. AND CHISAGO COUNTY

THIS AGREEMENT is made and entered into by Emmons & Olivier Resources, Inc., hereinafter referred to as "EOR", located at 1919 University Ave. West, Ste 300, St. Paul, Mn 55104, and Chisago County, located at 313 North Main Street, Center City, 55012, for implementation of 2024 Point-Intercept Surveys for Chisago County.

DEFINITION:

Aquatic Macrophyte Point Intercept Survey means the process of collecting data through field surveys and sampling of the population of aquatic plants that are present in or near bodies of water, whether emergent, submergent or floating, for the purpose of developing maps and other resources used for aquatic plant management and planning.

DELIVERABLES:

EOR will provide personnel and equipment to:

1. Conduct an aquatic macrophyte point-intercept survey for Fish Lake and Horseshoe Lake in Chisago County in 2024.
2. Develop maps in GIS and provide a summary memo describing the distribution, density and floristic quality of the aquatic plant community for Fish Lake and Horseshoe Lake in Chisago County in 2024.
3. Develop an interactive web map of 2024 aquatic macrophyte point-intercept survey data for Fish Lake and Horseshoe Lake in Chisago County.

This work performed and the maps developed will be consistent with the description provided in EOR Memo dated January 26, 2024, which is attached hereto as Exhibit A and incorporated herein.

Chisago County will:

1. Provide staff and use of the Chisago County water resources boat to assist with conducting an aquatic macrophyte point-intercept survey for Fish Lake and Horseshoe Lake in 2024.
2. Pay a sum not to exceed $7,555.00 to EOR upon satisfactory completion of work during the contract period.

DURATION OF CONTRACT:
The terms of this Agreement shall be from January 1, 2024 through December 31, 2024 (irrespective of the dates of execution below) unless extended or terminated earlier as provided herein.

TERMINATION OF CONTRACT: Either party may terminate the Agreement for any reason, or for no reason at all, under the circumstances provided herein.

1. Termination by either party shall require at least 30 days written notice to the other party to the Agreement.
2. EOR will provide true and correct copies (including paper, electronic, photo, and digital) of all pertinent working and archived files in the possession of EOR to the County within 30 days after termination of the agreement.

AUTHORIZED REPRESENTATIVE: In order to facilitate communication necessary to carry out the work contemplated in this Agreement, the Parties designate the following authorized representatives, respectively:

Emmons & Olivier Resources, Inc.

Greg Graske
Water Resources Engineer
Emmons & Olivier Resources, Inc.
1919 University Ave. West, Ste 300
St. Paul, MN 55104
651-770-8448
ggraske@eorinc.com

Chisago County

Susanna Wilson Witkowski
Chisago County Water Resource Manager
Chisago County Government Center
313 North Main Street, Room 243
Center City, MN 55013
651-213-8380
susanna.wilson@chisagocounty.us

INDEMNIFICATION: Notwithstanding any other provisions to the contrary each Party to this agreement agrees to be responsible for its own acts and omissions for any activity under this agreement. Each agrees to defend, indemnify and hold harmless, the other and its officers, employees and agents for any and all claims arising out of activities related to the service provided under this agreement.

INSURANCE REQUIREMENTS: Each Party agrees that it will at all times during the term of the agreement keep in force policies of insurance providing liability coverage for activities carried out under this agreement at amounts determined to be sufficient for the party by its governing board, council, directors or administrators.

DATA PRIVACY: All data collected, created, received, or used for any purposes in the course of EOR's performance of this agreement is governed by Minn. Stat. 13.01, et seq., and/or any and all other applicable state and federal provisions. The contractor agrees to abide by these statutes, rules and regulations as in effect and as amended.

Our company is a collaborator with the University of Minnesota's aquatic plant survey database project. By default, survey data will be shared with the researchers and made available on a public database to inform management and monitor long-term trends. If you do not wish to share your survey data, please notify us in writing.

RECORD DISCLOSURES/MONITORING: Pursuant to Minn. Stat. 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of EOR relevant to the Agreement are subject to examination by the County, and either the legislative auditor or the state auditor, as appropriate EOR agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

COMPLIANCE WITH LAW: EOR shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted insofar as they relate to the performance of the provisions of this agreement.

INDEPENDENT CONTRACTOR: Parties agree that EOR is acting as an independent contractor under this agreement.

SUBCONTRACTING AND ASSIGNMENT: EOR. 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. EOR is responsible for the performance of all subcontractors.

CHISAGO COUNTY:

By: _____
Chair of the Board, Chisago County Board of Commissioners Date

Witnessed: _____
Clerk to the Board Date

EMMONS & OLIVIER RESOURCES, INC.

By: _____
Emmons & Olivier Resources, Inc. Date

APPROVED AS TO FORM:

JANET REITER, CHISAGO COUNTY ATTORNEY

By: _____
Jeffrey B. Fuge Date
Assistant County Attorney

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **20**
Title of Item for Consideration: Report and Recommendations from the February 14, 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 February 14th 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.**

2024 Legislative Priorities:

Representatives from Larkin Hoffman, County Engineer Triplett and County Administrator Burnham discussed the current 2024 Legislative session and the proposed County bonding requests. The Committee requested a letters of support from the Chair for the North Branch interchange project.

Public Safety Funds Discussion:

County Sheriff Thyen, Chief Deputy Wood, and County Administrator Burnham discussed the County's Public Safety funds and some recent struggles around public safety in Chisago County. There are currently the following needs in Chisago County:

- Encryption Licenses for CCSO Mobile and Portable Radios and Consoles

This need was budgeted in the 2024 CIP. The Committee recommended funding.

- Additional Motorola ARMER Radios

The Committee recommended funding the additional radio requests using ARPA – ARMER funds.

- VPN Service for Sheriff's Office Squad Cars

The Committee recommended funding the VPN Service using ARPA – Unallocated funds.

- Stacy Squad Purchasing

The Committee recommended funding all the equipment and cars needed for the increased City of Stacy contract with ARPA-Unallocated funds.

2024 Transportation Improvement Plan:

County Engineer Triplett presented the 2024 Transportation Improvement Plan to the Committee. He discussed the total levy and local option sales and wheelage tax amounts budgeted and how they would be used. The Committee recommended approval of the 2024 TIP plan, however Commissioner Greene voted no to the current project list in the 2024 TIP.

Rush City Shop Sale:

County Engineer Triplett presented the current Rush City Shop and the City of Rush City requests to sell the former County shop to the City of Rush City. The Committee did NOT recommended proceeding with anything at this time until the cost of oil tank removal is determined.

Public Works – ARMER Radio Upgrade Request:

County Engineer Triplett presented his request for ARMER radios for the Public Works department. He is requesting 35 radios with accessories. The Committee recommended approval by purchasing the radios using ARPA – ARMER funds.

Chisago Lakes Library Security Camera System:

County Administrator Burnham presented CL library's request to replace the security camera system. CL Library received a quote for $4,884.43. The Committee recommended funding the security camera system with ARPA – ARMER funds.

Unemployment Insurance Payment:

County Administrator Burnham presented to the Committee the current large unemployment insurance bill from MN Unemployment. He explained to the Committee some of the reasons this bill grew to the size it became and that the County is appealing all fees and penalties. The Committee recommended paying the bill.

Financial Implication of Legislature Proposed 'Sanctuary' State:

Commissioner Montzka discussed with the Committee the current proposed legislation related to making Minnesota a 'sanctuary state.' The Committee discussed the financial and law enforcement implications of the potential legislation. The Committee recommended no further action at this time.

Attachment:

- February 14th Budget and Finance Packet

Action Requested/Recommended: It is respectfully requested that the Chisago County Board accept the February 14th 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 February 14th Budget and Finance Report."

And

"Move to approve purchase of the Encryption Licenses for CCSO Mobile and Portable Radios and Consoles using ARPA ARMER funds."

And

"Move to approve the purchase the additional radio requests using ARPA – ARMER funds."

And

"Move to approve the purchase of VPN Service for CCSO Squad cars using ARPA – Unallocated funds."

And

"Move to approve funding all the equipment and cars needed for the increased City of Stacy contract with ARPA-Unallocated funds."

And

"Move to approve the 2024 TIP plan."

And

"Move to approve purchasing ARMER radios for the Public Works Department using ARPA – ARMER funds."

And

"Move to approve purchasing the security camera system for the Chisago Lakes Library with ARPA – ARMER funds."

And

"Move to approve payment of the unpaid overdue MN Unemployment Insurance bill from the County general fund."

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

BUDGET & FINANCE COMMITTEE / WORKSHOP AGENDA

Wednesday, February 14, 2024

3:00 PM • Boardroom

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

PROPOSED *AMENDED* AGENDA

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

II. Monthly Current County Staffing Update

III. 2024 Legislative Priorities

IV. Public Safety Funds Discussion – CCSO, ATTY, PRO
   a. Possible Requests
      i. Encryption Licenses for CCSO Mobile and Portable Radios and Consoles
      ii. Additional Motorola ARMER Radios
      iii. VPN Service for Sheriff's Office Squad Cars
      iv. Stacy Squad Purchasing

V. 2024 Transportation Improvement Plan

VI. Rush City Shop Sale

VII. Public Works – ARMER Radio Upgrade Request

VIII. Chisago Lakes Library Security Camera System

IX. *****Unemployment Insurance Payment*****

FUTURE ITEMS THAT NEED ATTENTION

- MCIT Dividend – Wellness, Safety and Ergonomics
- County Credit Card Policy
- ARPA Childcare Allocation
- Public Health Staffing Proposal/Public Health Resilience and Community Wellness Workshop

Notice of Virtual Attendance

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meeting on Wednesday February 7th and all other Committees until February 16th 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 Ascendant Holidays 4874 Cayview Ave., Orlando, FL 32819, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

Scheduling for Board

Thursday, February 15th – CCCI Grant Writing Seminar,
Lakes Area EMS 9:00 – 4:00

Friday, February 16th – ARMER Subscriber/User Advisory Committee,
4:00 p.m. Chisago County Gov Center, Rm 131

Wednesday, March 6th – Transportation Plan Update, TENTATIVE
4:30 p.m. Chisago County Boardroom

March 19th or April 16th – Chisago County Photo Project

- Pick one of the days to be in attendance

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 01/31/2024
8% OF YEAR COMPLETE

TAB I.

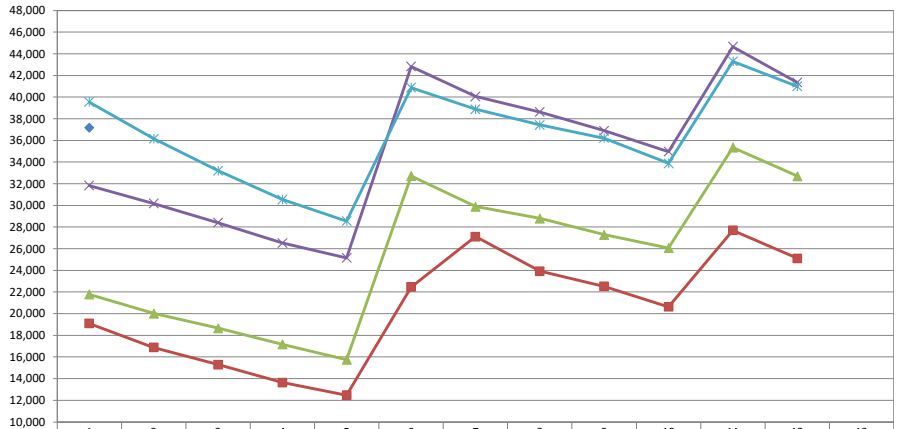
	Adopted Budget	Amended Budget	Actual	% of Amended Budget	Notes
GENERAL FUND					
Board of Commissioners	$ 208,024	$ 208,024	$ 78,187	38%	2024 AMC & MICA Dues
District Court	212,500	212,500	16,367	8%	
Law Library	*30,000*	*162,368*	*2,476*	*2%*	*Restricted*
County Administrator	83,200	83,200	23,072	28%	HUB Q1 Fee
Auditor-Treasurer	28,065	28,065	1,935	7%	
Audit	110,000	110,000	-	0%	
Assessor	79,850	79,850	6,754	8%	
Enterprise Services	4,182,484	4,182,484	360,705	9%	
Central Services	110,750	110,750	5,972	5%	
Elections	116,500	277,904	-	0%	
County Attorney	92,550	92,550	4,312	5%	
County Attorney Forfeiture	-	*34,998*	-	*0%*	*Restricted*
Recorder	17,950	17,950	4,790	27%	1st Half Title Examiner Fee
Recorder Compliance/Technology	*1,500*	*2,207,802*	*30,462*	*1%*	*Restricted*
Maintenance	1,008,089	1,008,089	62,943	6%	
Planning & Zoning	291,500	291,500	10,100	3%	
General Government	1,287,695	1,403,150	798,532	57%	2024 General Liability Insurance
Contingency	100,000	225,630	-	0%	
Sheriff	930,521	930,521	29,533	3%	
Sheriff Forfeitures	-	*29,484*	-	*0%*	*Restricted*
Boat & Water	-	-	-	*0%*	*Restricted*
Sheriff's Reserve	-	*9,824*	*258*	*3%*	*Restricted*
Snowmobile Safety	-	-	-	*0%*	*Restricted*
Sheriff's Contingency	-	*6,253*	-	*0%*	*Restricted*
Gun Permits	-	*137,549*	*763*	*1%*	*Restricted*
Project Lifesaver	-	*5,986*	-	*0%*	*Restricted*
Public Safety Grants	*117,940*	*117,940*	*2,700*	*2%*	*Restricted*
Coroner	153,159	153,159	-	0%	
County Jail	742,650	742,650	33,451	5%	
Jail Canteen	-	*181,516*	*13,440*	*7%*	*Restricted*
Probation & Parole	131,006	131,006	3,686	3%	
Emergency Management	33,374	33,374	30,153	90%	2024 CODERED
E-911	*162,000*	*630,248*	-	*0%*	*Restricted*
Controlled Substances - Share of Fines	-	*298*	-	*0%*	*Restricted*
Historical Society	40,000	40,000	-	0%	
Regional Library	778,495	778,495	-	0%	
Parks	137,000	137,000	4,056	3%	
County Agricultural Society	16,000	16,000	-	0%	
County Extension Services	141,200	141,200	8,699	6%	
Soil & Water	200,000	200,000	100,000	50%	1st Half Allocation
Water Quality Grant	*80,900*	*361,139*	*65*	*0%*	*Restricted*
Sewer Grants	-	*45,494*	-	*0%*	*Restricted*
Wetland Grant	*5,000*	*5,000*	*5,672*	*113%*	*Restricted - has offsetting revenue*
Watercraft Inspection	*86,100*	*211,661*	*77*	*0%*	*Restricted*
Economic Development	47,000	47,000	-	0%	
TOTAL GENERAL FUND	**$ 11,763,002**	**$ 15,829,611**	**$ 1,639,160**	**10%**	
ROAD AND BRIDGE FUND					
Surveyor	$ 5,050	$ 5,050	$ 557	11%	Annual Reg Fee
Highway Administration	33,600	33,600	4,814	14%	Annual Dues
Highway Engineering	2,956,450	2,956,450	101,175	3%	
Highway Construction	12,940,000	14,240,000	567,588	4%	
Highway Maintenance	3,033,550	3,033,550	129,678	4%	
Equipment Maintenance/Shop	932,200	932,200	40,787	4%	
Traffic Operations	437,500	437,500	1,460	0%	
TOTAL ROAD AND BRIDGE FUND	**$ 20,338,350**	**$ 21,638,350**	**$ 846,059**	**4%**	

OPERATING BUDGET (AS AMENDED) VS ACTUAL
(EXCLUDES SALARIES AND BENEFITS)
AS OF 01/31/2024
8% OF YEAR COMPLETE

	Adopted Budget	Amended Budget	Actual	% of Amended Budget	Notes
HEALTH AND HUMAN SERVICES					
Veterans Service	$ 37,150	$ 37,150	$ 3,173	9%	
Income Maintenance	792,045	1,070,889	60,575	6%	
Social Services	3,794,095	4,032,942	266,648	7%	
Public Health Nursing	332,030	332,030	21,152	6%	
Opioid Settlement	-	*618,129*	-	*0%*	*Restricted*
TOTAL HEALTH AND HUMAN SERVICES	**$ 4,955,320**	**$ 6,091,140**	**$ 351,548**	**6%**	
BUILDING FUND					
General Government	$ 83,602	$ 153,671	$ 83,602	54%	Honeywell bond payment
Score Grant Fund	-	17,000	-	0%	
TOTAL BUILDING FUND	**$ 83,602**	**$ 170,671**	**$ 83,602**	**49%**	
CAPITAL EQUIPMENT FUND					
Administration	$ 9,055	$ 36,567	$ 14,067	38%	
Armer Radio - Replacement Fund	-	328,580	-	0%	
Auditor-Treasurer & Elections	65,500	160,911	-	0%	
Enterprise Servcies	587,800	974,791	15,667	2%	
HHS	-	80,000	-	0%	
Facilities/Maintenance	806,086	891,019	1,775	0%	
Other General Government *(Unallocated)*	-	56,901	-	0%	
Sheriff	548,617	771,391	97,062	13%	
Emergency Management	9,295	9,295	-	0%	
Highway	905,500	1,583,756	9,000	1%	
Environmental Services/Parks	361,500	361,500	-	0%	
TOTAL CAPITAL EQUIPMENT FUND	**$ 3,293,353**	**$ 5,254,711**	**$ 137,571**	**3%**	
SOLID WASTE FUND					
Score Grant Fund	$ 271,900	$ 271,900	$ 7,646	3%	
HHW Operations	443,430	907,467	2,842	1%	
TOTAL SOLID WASTE FUND	**$ 715,330**	**$ 1,179,367**	**$ 10,488**	**1%**	
LAKE IMPROVEMENT DISTRICT MAINTENANCE					
Lake Improvement District Maintenance	$ 196,000	$ 196,000	$ 2,396	1%	
TOTAL LAKE IMPV DISTRICT MAINT	**$ 196,000**	**$ 196,000**	**$ 2,396**	**1%**	
DEBT SERVICE FUND					
Road Debt	$ 2,108,019	$ 2,108,019	$ 1,775,605	84%	Principal + Interest
HHS Debt	260,781	260,781	231,575	89%	Principal + Interest
Library Debt	474,075	474,075	425,945	90%	Principal + Interest
Jail Debt	1,057,731	1,057,731	795,349	75%	Principal + Interest
Business Park Bonds	244,440	244,440	190,240	78%	Principal + Interest
Capital Projects	628,684	628,684	526,219	84%	Principal + Interest
TOTAL DEBT SERVICE FUND	**$ 4,773,730**	**$ 4,773,730**	**$ 3,944,933**	**83%**	
TOTAL ALL FUNDS	**$ 46,118,687**	**$ 55,133,580**	**$ 7,015,757**	**13%**	

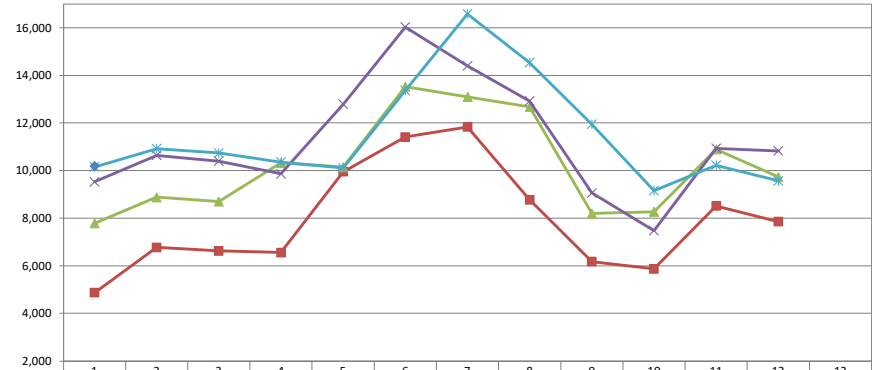
Fund Balance (000's)

General Fund: Cash Fund Balance by Month 2020-2024



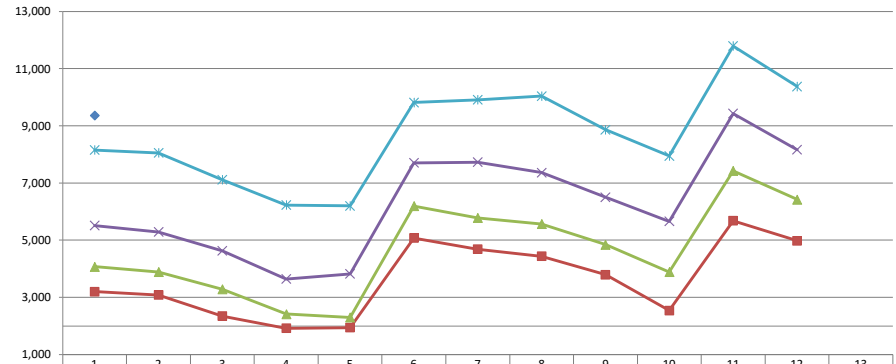
	1	2	3	4	5	6	7	8	9	10	11	12	13
2020	19,092	16,873	15,291	13,634	12,472	22,462	27,108	23,919	22,522	20,619	27,698	25,101	
2021	21,774	20,019	18,660	17,164	15,767	32,710	29,891	28,791	27,296	26,067	35,360	32,704	
2022	31,823	30,169	28,401	26,522	25,144	42,821	40,066	38,629	36,901	34,966	44,667	41,343	
2023	39,545	36,157	33,205	30,535	28,566	40,874	38,871	37,426	36,201	33,879	43,300	40,988	
2024	37,178												

Road & Bridge Fund Balance by Month 2020-2024

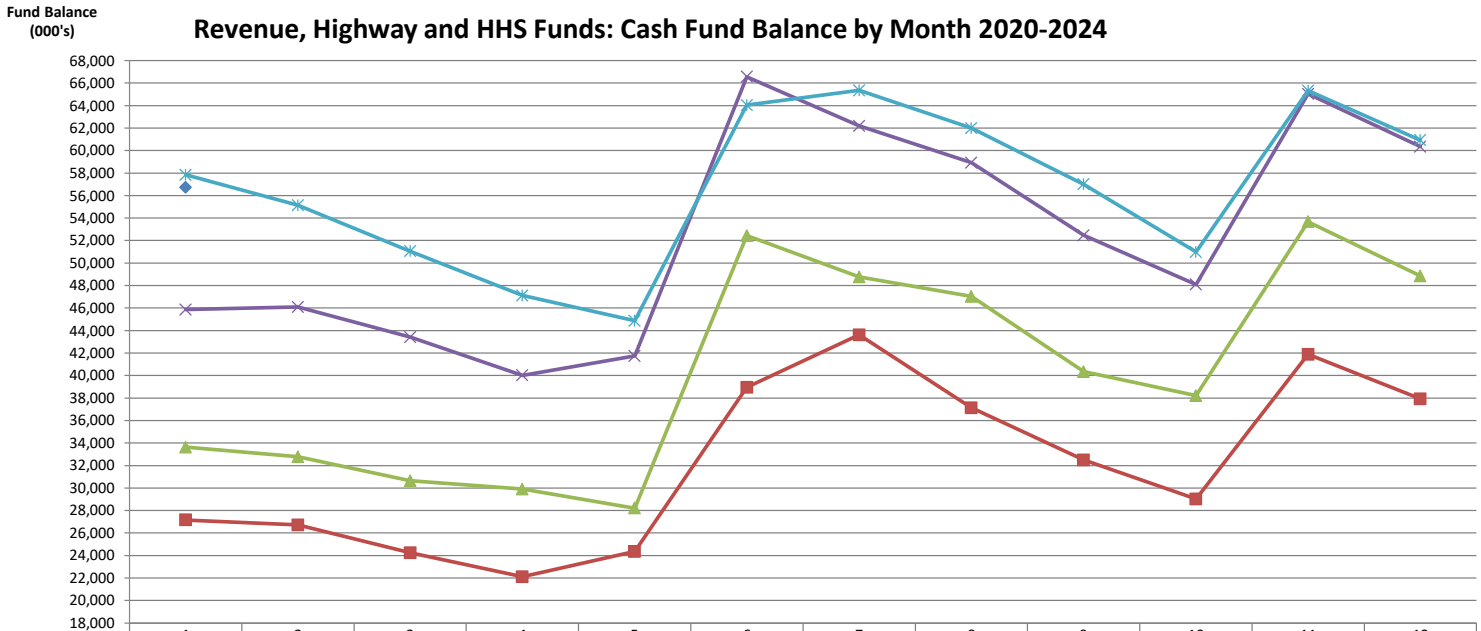


	1	2	3	4	5	6	7	8	9	10	11	12	13
2020	4,869	6,770	6,620	6,554	9,950	11,412	11,832	8,774	6,173	5,868	8,514	7,856	
2021	7,783	8,879	8,703	10,323	10,144	13,532	13,100	12,679	8,196	8,267	10,892	9,726	
2022	9,528	10,634	10,392	9,864	12,786	16,033	14,405	12,924	9,058	7,477	10,935	10,828	
2023	10,151	10,922	10,739	10,353	10,111	13,364	16,583	14,537	11,938	9,164	10,223	9,565	
2024	10,193												

Health & Human Services: Cash Fund Balance by Month 2020-2024



	1	2	3	4	5	6	7	8	9	10	11	12	13
2020	3,195	3,082	2,338	1,917	1,938	5,075	4,679	4,437	3,792	2,537	5,679	4,977	
2021	4,071	3,887	3,283	2,413	2,300	6,194	5,776	5,565	4,846	3,888	7,431	6,425	
2022	5,512	5,286	4,624	3,640	3,818	7,706	7,727	7,362	6,499	5,653	9,435	8,163	
2023	8,152	8,049	7,110	6,226	6,201	9,814	9,908	10,040	8,864	7,944	11,792	10,374	
2024	9,361												



	1	2	3	4	5	6	7	8	9	10	11	12
2020	27,156	26,725	24,249	22,105	24,360	38,950	43,619	37,130	32,487	29,024	41,891	37,934
2021	33,628	32,786	30,646	29,900	28,211	52,436	48,767	47,036	40,338	38,222	53,683	48,855
2022	45,863	46,089	43,418	40,026	41,748	66,560	62,198	58,915	52,458	48,096	65,037	60,334
2023	57,848	55,128	51,054	47,114	44,878	64,052	65,362	62,003	57,003	50,987	65,315	60,927
2024	56,732											

SALARIES AND WAGES
BUDGET VS ACTUAL
AS OF 01/31/2024
8% OF YEAR COMPLETE

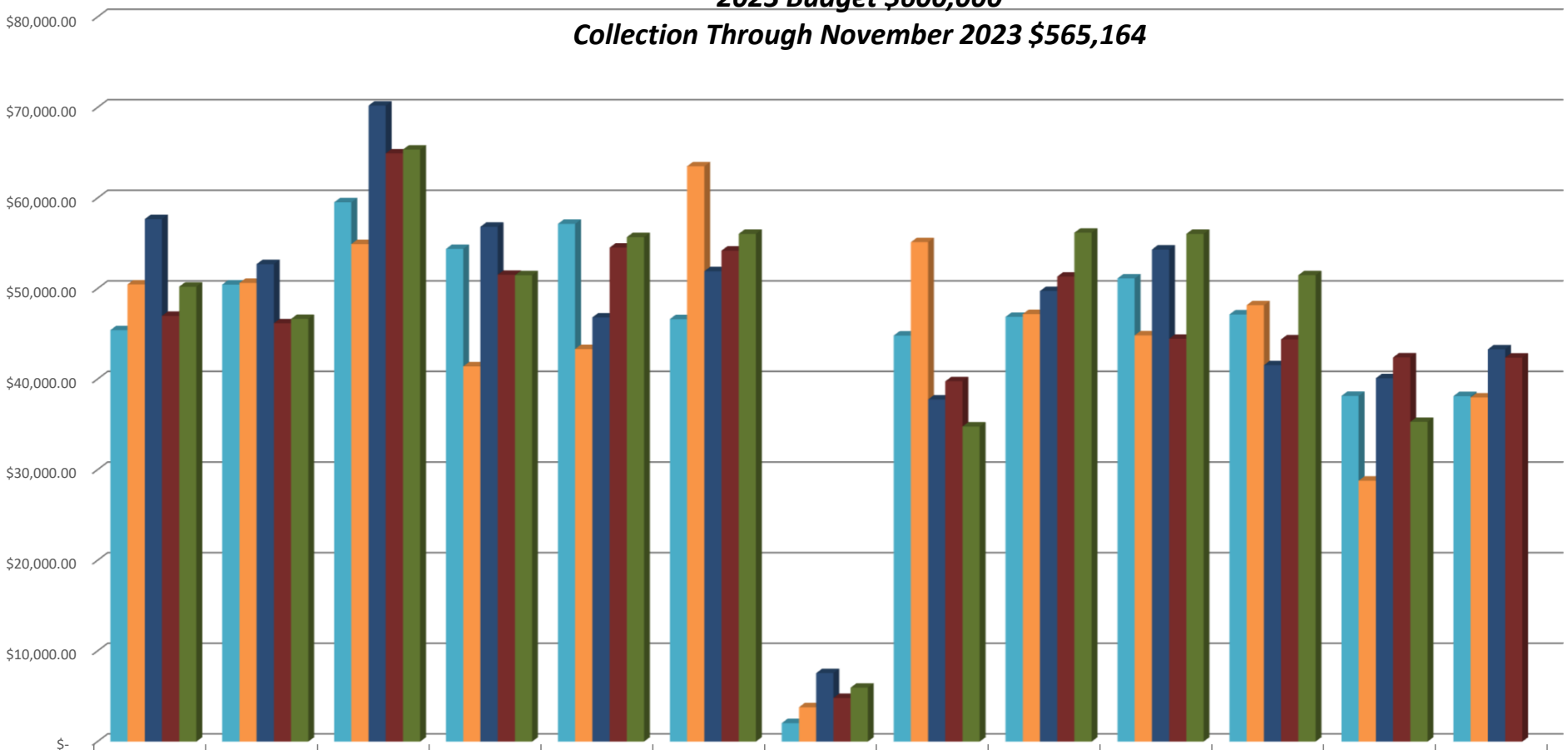
	Adopted Budget	Actual	% of Budget
GENERAL FUND			
Board of Commissioners	$ 230,108	$ 27,044	12%
Law Library	10,514	459	4%
County Administrator	1,028,189	85,914	8%
Auditor-Treasurer	823,213	74,310	9%
Assessor	986,228	95,825	10%
Enterprise Services	2,153,925	180,823	8%
Elections	37,386	-	0%
County Attorney	2,832,540	228,616	8%
Recorder	346,477	25,659	7%
Maintenance	661,442	57,159	9%
Planning & Zoning	1,117,645	108,927	10%
Sheriff	7,297,256	710,233	10%
Public Safety Grants	43,560	-	0%
County Jail	4,324,033	464,799	11%
Probation & Parole	1,320,479	114,735	9%
Emergency Management	118,053	12,074	10%
Parks	465,220	32,119	7%
Water Quality Grant	118,293	12,851	11%
Wetland Grant	113,352	10,860	10%
Watercraft Inspection	229,223	8,876	4%
TOTAL GENERAL FUND	**$ 24,257,136**	**$ 2,251,283**	**9%**
ROAD AND BRIDGE FUND			
Surveyor	$ 168,442	$ 15,829	9%
Highway Administration	390,743	38,795	10%
Highway Engineering	1,069,593	101,832	10%
Highway Maintenance	1,961,065	204,062	10%
Equipment Maintenance/Shop	487,335	63,325	13%
Traffic Operations	209,075	23,081	11%
TOTAL ROAD AND BRIDGE FUND	**$ 4,286,253**	**$ 446,924**	**10%**
HEALTH AND HUMAN SERVICES			
Veterans Service	$ 220,212	$ 20,441	9%
Income Maintenance	3,110,312	304,524	10%
Social Services	7,423,133	690,442	9%
Public Health Nursing	1,888,620	155,972	8%
TOTAL HEALTH AND HUMAN SERVICES	**$ 12,642,277**	**$ 1,171,379**	**9%**
SOLID WASTE FUND			
Score Grant Fund	$ 61,067	$ 5,749	9%
HHW Operations	186,746	14,277	8%
TOTAL SOLID WASTE FUND	**$ 247,813**	**$ 20,026**	**8%**
LAKE IMPROVEMENT DISTRICT MAINTENANCE			
Lake Improvement District Maintenance	$ 169,330	$ 15,230	9%
TOTAL LAKE IMPV DISTRICT MAINT	**$ 169,330**	**$ 15,230**	**9%**
TOTAL ALL FUNDS	**$ 41,602,809**	**$ 3,904,842**	**9%**

Wheelage Tax

Average Annual Collection $567,854

2023 Budget $600,000

Collection Through November 2023 $565,164



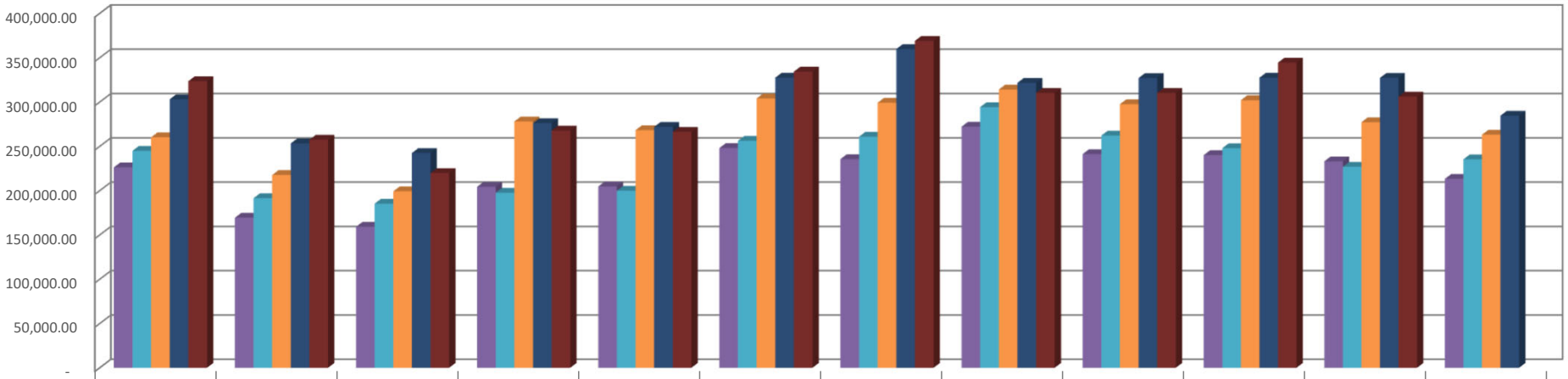
	January	February	March	April	May	June	Cleanup	July	August	September	October	November	December
2019	$45,410.66	$50,447.62	$59,526.25	$54,386.49	$57,152.45	$46,629.92	$2,043.50	$44,813.25	$46,878.14	$51,126.28	$47,146.69	$38,150.39	$38,130.00
2020	$50,463.58	$50,630.64	$54,917.39	$41,409.10	$43,328.09	$63,508.19	$3,796.36	$55,127.16	$47,193.47	$44,838.16	$48,168.82	$28,795.38	$37,983.69
2021	$57,675.88	$52,708.33	$70,214.38	$56,833.00	$46,820.71	$51,916.89	$7,560.47	$37,755.23	$49,732.78	$54,316.23	$41,540.05	$40,106.74	$43,298.19
2022	$46,984.14	$46,175.17	$64,940.55	$51,523.73	$54,524.84	$54,193.75	$4,820.30	$39,766.40	$51,328.18	$44,461.49	$44,395.41	$42,404.86	$42,375.86
2023	$50,213.73	$46,656.30	$65,361.61	$51,476.42	$55,686.04	$56,045.62	$5,954.89	$34,774.87	$56,178.32	$56,045.62	$51,483.00	$35,288.00	

Sales Tax

Average Annual Collection $2,802,594

2023 Budget $3,600,000

Total Collection Through November 2023 $3,309,157



	January	February	March	April	May	June	July	August	September	October	November	December
2019	226,169.98	169,393.34	159,101.39	204,286.41	204,569.35	247,948.11	235,535.00	272,109.23	241,194.99	240,048.97	233,020.64	213,197.33
2020	244,822.69	191,388.15	185,240.25	197,581.84	199,802.27	256,119.85	260,845.66	294,224.99	262,009.72	247,842.61	226,771.81	235,295.92
2021	260,106.74	217,561.62	199,107.90	278,069.85	268,126.90	303,945.22	299,222.82	314,042.03	297,541.95	301,996.51	277,139.04	263,063.00
2022	303,035.44	253,275.28	242,386.41	276,025.44	271,845.87	327,383.41	359,757.77	321,598.37	326,999.59	327,346.98	327,169.00	284,561.00
2023	323,437.59	257,402.98	219,827.41	267,813.46	266,348.40	334,268.17	369,019.20	310,302.57	310,304.60	344,378.96	306,053.98	

ARPA Expenses
Budget to Actual
As of January 31, 2024

ADMINISTRATION

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0335 ADM	Broadband	1,466,986	(1,117,986)	(349,000)	-
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)	-
		$ 1,750,858	**$ (1,117,986)**	**$ (543,012)**	**$ 89,860**

ATTORNEY

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0340 ATT	County Attorney - FT Media Services Tech	108,018	(39,370)	(68,648)	-
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(39,040)	(12,428)	-
2023 ADD	LENS Update	40,600	-	(40,600)	-
		$ 200,086	**$ (78,410)**	**$ (121,676)**	**$ -**

AUDITOR-TREASURER

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

EMERGENCY MANAGEMENT

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	**$ 60,000**	**$ (4,550)**	**$ (55,450)**	**$ -**

ENTERPRISE SERVICES

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0062 ENTS	Replace ceiling grid and tile in the hallways of the 1989 Courthouse	$ 75,000	$ (48,024)	$ (26,976)	$ -
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	2,083,300	(489,172)	(1,594,128)	-
ARPA-0392 ENTS	Wi-Fi in County Parks	60,000	-	(60,000)	-
ARPA-0394 ENTS	Replace Camera Security System	100,000	-	(100,000)	-
2024 ADD	Additional Cloud SharePoint Storage	35,800	-	(35,800)	-
		$ 2,354,100	**$ (537,196)**	**$ (1,816,904)**	**$ -**

ENVIRONMENTAL SERVICES

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0240 ENVS	Chisago County Mountain Bike Course (add'l $109,500 allocated on 04/12/23)	184,500	(91,611)	(92,889)	-
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	(131,150)	(54,455)	-
ARPA-0305 ENVS	Water Resources Grant Match	250,000	(64,779)	(185,221)	-
ARPA-0306 ENVS	Water Resources Truck	50,000	-	(50,000)	-
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	(4,981)	(116,219)	-
2023 ADD	Land Acquisition & Appraisal - Swedish Immigrant Trail Connection to Center City	25,513	(2,354)	(23,159)	-
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)	-
		$ 1,202,818	**$ (297,071)**	**$ (905,747)**	**$ -**

ARPA Expenses
Budget to Actual
As of January 31, 2024

LID

Project #	Description	Budget	Actual	Allocated	Amount Remaining
2024 ADD	Channel and Weir Project	$ 175,000	$ -	$ (175,000)	$ -

MAINTENANCE

Project #	Description	Budget	Actual	Allocated	Amount Remaining
ARPA-0135 MNT	Repair elevator on 1973 side of Courthouse	$ 111,119	$ (44,448)	$ (66,671)	$ -
2023 ADD	Concrete Repairs	54,300	(3,300)	(51,000)	-
		$ 165,419	**$ (47,748)**	**$ (117,671)**	**$ -**

SHERIFF'S OFFICE

Project #	Description	Budget	Actual	Allocated	Amount Remaining
2023 ADD	Recruitment Program	55,000	(14,000)	(41,000)	-
2023 ADD	School Safety	40,000	-	(40,000)	-
		$ 95,000	**$ (14,000)**	**$ (41,000)**	**$ -**

COMPLETED PROJECTS

Project #	Description	Budget	Actual	Allocated	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)	-	-		-
2023 ADD	Preliminary Engineering - Swedish Immigrant Trail Connection to Center City	7,766	(7,873)		(107)
ARPA-0339 ATT	Children's Services Collaborative	118,298	(118,298)		-
ARPA-0345 ADM	IT Assessment	35,000	(42,673)		(7,673)
ARPA-0349 ADM	Employee Engagement Survey	9,300	(8,660)		640
ARPA-0354 ADM	ARPA Advisory Consultant	1,775	(1,775)		-
ARPA-0336 ADM	School Grants - Vocational Programs	500,000	(500,000)		-
ARPA-0341 ADM	School Grants - Open Use	100,000	(100,000)		-
ARPA-0199 ADM	'Old' Jail and White House Demolition	673,683	(439,467)		234,216
ARPA-0182 CCSO	Camera Work Station for Jail	5,061	(5,492)		(431)
ARPA-0353 LID	Canoe, Motor and Battery - LID	2,132	(2,104)		28
ARPA-0348 JAIL	PPE	13,058	(13,058)		-
ARPA-0350 HHS	Public Health Payroll	8,190	(8,190)		-
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-0093 ENTS	Upgrade Backup Exec Tape Library	75,000	(70,641)		4,359
ARPA-0133 ENTS	Cyber Security Audit, Testing and Mitigation	65,000	(64,648)		352
ARPA-0352 ENTS	2 Laptops - U of MN Extension	4,200	(2,937)		1,263
ARPA-0092 ENTS	Cisco USC Interconnects / Chassis	229,032	(229,032)		-
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-0202 ENTS	Cisco UCS in DMZ Replacement of Chassis and Fabric Interconnects	53,400	(53,400)		-
ARPA-0261 ENTS	*ARPA ARMER* Upgrade of ARMER Microwave backhaul system- this is a multi year project	625,000			625,000
ARPA-0355 ENTS	Laptop - HHS	1,620	(1,620)		-
2023 ADD ENTS	Phase II County Scanning Project	5,500	(5,190)		310
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	Standby Generator	27,081	(27,081)		-
ARPA-0338 PWKS	Harris Building Improvements - Phase I (Engineering/Architectural Fees)	148,300	(148,300)		-
2023 ADD	Harris Building Improvements - Phase II	900,000	(900,000)		-
		$ 4,706,526	**$ (3,846,130)**		**$ 860,396**
	TOTALS	**$ 10,989,807**	**$ (6,025,045)**	**$ (3,974,506)**	**$ 950,256**

2024 Capital Improvement Plan
Budget to Actual
As of January 31, 2024

ADMINISTRATION

Description	Project #	Source	Budget	Actual	Remaining
Office Remodel - Veteran's Services	**ADM-0198**	CARRYOVER	10,000	-	10,000
Laser Measuring Tools (Assessor)	**2023 ADD**	CARRYOVER	1,567	(1,567)	-
Total Carryover from 2023			11,567	(1,567)	10,000
Community Engagement	**ADM-0419**	2024 CIP BUDGET	25,000	(12,500)	12,500
Total 2024 CIP Budget			**25,000**	**(12,500)**	**12,500**
Total			**$ 36,567**	**$ (14,067)**	**$ 22,500**

AUDITOR-TREASURER & ELECTIONS

Description	Project #	Source	Budget	Actual	Remaining
Election Equipment Replacement Fund	**AUD-0137**	CARRYOVER	90,911	-	90,911
Election Results - Storage Media	**AUD-0139**	CARRYOVER	4,500	-	4,500
Total Carryover from 2023			**95,411**	**-**	**95,411**
Election Equipment Replacement Fund	**AUD-0137**	2024 CIP BUDGET	59,000	-	59,000
Election Results - Storage Media	**AUD-0139**	2024 CIP BUDGET	4,500	-	4,500
Safe	**AUD-0418**	2024 CIP BUDGET	2,000	-	2,000
Total 2024 CIP Budget			**65,500**	**-**	**65,500**
Grand Total			**$ 160,911**	**$ -**	**$ 160,911**

FACILITY MAINTENANCE

Description	Project #	Source	Budget	Actual	Remaining
Repair Courthouse lots	**MNT-0055**	CARRYOVER	5,000	-	5,000
Better Hallway Signage on 3rd floor	**MNT-0219**	CARRYOVER	1,000	-	1,000
Fencing and Parking Gate at PSC	**MNT-0267**	CARRYOVER	47,213	(1,775)	45,438
Ceiling Tile Rplcmnt Overage (ARPA-0062)	**2023 ADD**	CARRYOVER	31,720	-	31,720
Total Carryover from 2023			**84,933**	**(1,775)**	**83,158**
Parking lot repairs at PSC	**MNT-0054**	2024 CIP BUDGET	20,000	-	20,000
Replace carpet in public hallways at Gov't Center (1989 side)	**MNT-0063**	2024 CIP BUDGET	60,000	-	60,000
Main lift for PSC	**MNT-0071**	2024 CIP BUDGET	18,000	-	18,000
Replace exterior doors at NBHHS	**MNT-0076**	2024 CIP BUDGET	10,000	-	10,000
Repair/Replace retaining wall around paring lot at Gov't Center	**MNT-0186**	2024 CIP BUDGET	250,000	-	250,000
Replace Leibert HVAC in data center at Gov't Center	**MNT-0187**	2024 CIP BUDGET	200,000	-	200,000
Replace alarm system in Gov't Center (1989 side & DES)	**MNT-0191**	2024 CIP BUDGET	80,000	-	80,000
Replace analog cameras in Courthouse for courthouse security	**MNT-0193**	2024 CIP BUDGET	30,000	-	30,000
Updates to 3rd floor victim/witness waiting area	**MNT-0222**	2024 CIP BUDGET	20,000	-	20,000
Office security changes for County Administration	**MNT-0393**	2024 CIP BUDGET	50,000	-	50,000
Window blinds for 3rd floor at Courhouse	**MNT-0396**	2024 CIP BUDGET	3,086	-	3,086
Add fencing and electronic gate to Harris DO	**MNT-0414**	2024 CIP BUDGET	65,000	-	65,000
Total 2024 CIP Budget			**806,086**	**-**	**806,086**
Grand Total			**$ 891,019**	**$ (1,775)**	**$ 889,244**

SHERIFF'S OFFICE

Description	Project #	Source	Budget	Actual	Remaining
Insurance Reimbursements (incl Auction Proceeds)	**N/A**	REVENUE	210,302	(84,972)	125,330
Sheriff's Office Patrol Vehicle Replacements - 6 squads	**CCSO-0141**	CARRYOVER	12,472	(12,472)	-
Total Carryover from 2023			**222,774**	**(97,444)**	**125,330**
Sheriff's Office Patrol Vehicle Replacements - 6 squads	**CCSO-0141**	2024 CIP BUDGET	414,670	-	414,670
NOPTIC NV3 Night Vision	**CCSO-0367**	2024 CIP BUDGET	8,000	-	8,000
Drone	**CCSO-0368**	2024 CIP BUDGET	20,075	-	20,075
Patrol Supressors	**CCSO-0369**	2024 CIP BUDGET	12,750	(12,090)	660
Less Lethal - Pepperball	**CCSO-0374**	2024 CIP BUDGET	5,172	-	5,172
SWAT Helmets	**CCSO-0379**	2024 CIP BUDGET	8,250	-	8,250
Ballistic bunker replacements	**CCSO-0416**	2024 CIP BUDGET	72,000	-	72,000
SWAT rifle place replacement	**CCSO-0417**	2024 CIP BUDGET	7,700	-	7,700
Total 2024 CIP Budget			**548,617**	**(12,090)**	**536,527**
Grand Total			**$ 771,391**	**$ (97,062)**	**$ 661,857**

PARKS/ENVIRONMENTAL

Description	Project #	Source	Budget	Actual	Remaining
Sunrise Prairie Trail crack fill and fog seal	**ENVS-0121**	2024 CIP BUDGET	175,000	-	175,000
3/4 ton truck replacement	**ENVS-0123**	2024 CIP BUDGET	60,000	-	60,000
Swedish Immigrant Regional Trail land acquisition	**ENVS-0129**	2024 CIP BUDGET	50,000	-	50,000
Checkerboard Park swing replacement	**ENVS-0376**	2024 CIP BUDGET	16,000	-	16,000
Sunrise Prairie Trail benches	**ENVS-0381**	2024 CIP BUDGET	25,000	-	25,000
Millermatic 252 wire feed welder	**ENVS-0382**	2024 CIP BUDGET	5,500	-	5,500
Ki Chi Saga shelter picnic tables	**ENVS-0383**	2024 CIP BUDGET	10,000	-	10,000
Trash and recycling containers for park shelters	**ENVS-0384**	2024 CIP BUDGET	20,000	-	20,000
Total 2024 CIP Budget			**$ 361,500**	**$ -**	**$ 361,500**

2024 Capital Improvement Plan
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PUBLIC WORKS

Description	Project #	Source	Budget	Actual	Remaining
Auction Proceeds	**N/A**	REVENUE	84,350	-	84,350
Hydrant Replacement	**N/A**	CARRYOVER	10,073	-	10,073
1-Ton Work Truck	**PWKS-0168**	CARRYOVER	60,000	-	60,000
1-Ton Tipper Truck	**PWKS-0206**	CARRYOVER	76,563	-	76,563
Tandem Snow Plow Truck	**PWKS-0171**	2023 CIP BUDGET	170,000	-	170,000
Tandem Snow Plow Truck	**PWKS-0172**	2023 CIP BUDGET	170,000	-	170,000
1-ton Work Truck	**PWKS-0209**	2023 CIP BUDGET	80,000	-	80,000
Fuel Island Repairs	**PWKS-0233**	2023 CIP BUDGET	27,270	-	27,270
Total Carryover from 2023			**678,256**	**-**	**678,256**
1-ton Work Truck	**PWKS-0167**	2024 CIP BUDGET	75,000	-	75,000
Traffic Counters	**PWKS-0400**	2024 CIP BUDGET	20,000	-	20,000
Thermoplastic Heaters	**PWKS-0401**	2024 CIP BUDGET	10,000	(9,000)	1,000
938M Wheel Loader	**PWKS-0402**	2024 CIP BUDGET	300,000	-	300,000
Snowblower for Loader	**PWKS-0403**	2024 CIP BUDGET	65,000	-	65,000
Vehicle Lift	**PWKS-0404**	2024 CIP BUDGET	30,000	-	30,000
272D Skid Steer	**PWKS-0405**	2024 CIP BUDGET	85,000	-	85,000
299D Skid Steer	**PWKS-0406**	2024 CIP BUDGET	111,000	-	111,000
Chainsaws	**PWKS-0407**	2024 CIP BUDGET	8,000	-	8,000
Weedwhips	**PWKS-0408**	2024 CIP BUDGET	6,500	-	6,500
1-ton Work Truck	**PWKS-0409**	2024 CIP BUDGET	100,000	-	100,000
Crash Attenuator Trailers	**PWKS-0410**	2024 CIP BUDGET	65,000	-	65,000
Additional CIP funding for Approved Equipment	**PWKS-0411**	2024 CIP BUDGET	30,000	-	30,000
Total 2023 CIP Budget			**905,500**	**(9,000)**	**896,500**
Grand Total			**$ 1,583,756**	**$ (9,000)**	**$ 1,574,756**

TECHNOLOGY

Description	Project #	Source	Budget	Actual	Remaining
ARMER Testing Equipment	**N/A**	CARRYOVER	37,800	-	37,800
Relocate the Wyoming Emergency Paging Tower	**ENTS-083**	CARRYOVER	100,000	-	100,000
MCC 7500E Laptop Consoles (2)	**ENTS-0088**	CARRYOVER	165,000	-	165,000
Replace network cores at ECC, No parts available	**ENTS-0099**	CARRYOVER	20,970	(12,446)	8,524
Replace network switches that support end user devices at the ECC / 911 due to core replacement	**ENTS-0103**	CARRYOVER	60,000	-	60,000
Total Carryover from 2023			**383,770**	**(12,446)**	**371,324**
Replace primary UPS units #1 and #2 in Courthouse Data Center due to age and unavailibility of replacement parts	**ENTS-0371**	2024 CIP BUDGET	100,800	-	100,800
Replace primary UPS units #1 and #2 in North Branch Data Center due to age and unavailibility of replacement parts	**ENTS-0372**	2024 CIP BUDGET	48,200	-	48,200
2024 Small Equipment Replacement	**ENTS-0385**	2024 CIP BUDGET	255,200	-	255,200
Cyber Security - Policies	**ENTS-0390**	2024 CIP BUDGET	50,000	-	50,000
2024 Small Equipment New Requests	**ENTS-0391**	2024 CIP BUDGET	36,900	-	36,900
Replace primary UPS units #1 and #2 in Courthouse 2nd floor data room due to age and unavailability of replacement parts	**ENTS-0395**	2024 CIP BUDGET	48,200	-	48,200
Seim Tool - help us detect,prevent and resolve cybersecurity incidents along with centralizing server logs, firewall logs etc.	**ENTS-0397**	2024 CIP BUDGET	30,000	-	30,000
6 Cradlepoint modems for squad cars to utilize axon Fleet 3 camera systems	**ENTS-0415**	2024 CIP BUDGET	18,500	-	18,500
IT Equipment for Probation new hires	**2024 ADD**	2024 CIP BUDGET	3,221	(3,221)	-
Total 2024 CIP Budget			**591,021**	**(3,221)**	**587,800**
Grand Total			**$ 974,791**	**$ (15,667)**	**$ 959,124**

HHS

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

EMERGENCY MANAGEMENT

Description	Project #	Source	Budget	Actual	Remaining
EOC replacement chairs	**EMGT-0386**	2024 CIP BUDGET	9,295		
Total			**$ 9,295**	**$ -**	**$ 9,295**

UNALLOCATED

Description		Source	Budget	Actual	Remaining
2024 Unallocated CIP Funds		CARRYOVER	60,122		
IT Equipment for Probation new hires	12/20/23 Board Mtg	TO TECHNOLOGY	(3,221)		
Total			**$ 56,901**	**$ -**	**$ 56,901**

ARMER			**$ 328,580**		**$ 328,580**
TOTAL ALL DEPARTMENTS			**$ 5,254,711**	**$ (52,599)**	**$ 5,202,112**

TAB II.

Title	Notes:
Financial Worker – Part Time	Replacement – long-term ON HOLD
Case Aide/Front Desk HHS	Replacement – long-term ON HOLD
MCH Nurse 0.8 Public Health	Replacement – ON HOLD
MCH Nurse 0.8 Public Health	Replacement – ON HOLD
Contracted Workforce Analyst	NEW Grant Funded
MCH Nurse 1.0 Public Health	Replacement – Reposted, declined offers; ON HOLD
Community Health Services Lead (contract)	Replacement – reposted multiple times; ON HOLD
Community Health Worker	NEW under COVID-19 Vaccine Grant – posted 8/30/2023 – ON HOLD
MCH Nurse Team Lead – Public Health	Replacement – ON HOLD
MCH/Family Home Visiting Nurse – Public Health	Replacement – ON HOLD
Social Worker/Case Manager – Children's Services	Replacement – Job Closes 2/14/2024
Social Worker/Case Manager/Permanency	Replacement – accepted offer 2/5/2024
Financial Eligibility Worker – Financial Services	Interviewing/Pending
Case Manager – Aging and Disabilities Division	Replacement – internal job posting closes 2/20/2024
Dispatcher	2 Vacancies as of March 2024
Patrol	4 Vacancies – 2 for Deputies to cover City of Stacy contract hours and 2 retirements summer 2024
CSO	1 Vacancy – post in summer 2024
Records Clerk	1 Vacancy – retirement March 2024
Office Support – Environmental Services	1 Vacancy
Office Support – Probation	1 Vacancy
Assistant County Attorney II	1 Vacancy
Deputy County Recorder I	1 Vacancy
Assistant County Attorney I	1 Vacancy

The ON HOLD vacancies are undergoing assessment and revisions will be made to duties/job descriptions that better suit the department, etc.

TAB III.

2024 Legislative Priorities

February 14th, 2024

The Chisago County Board of Commissioners collaborates with the State to advance local, regional, and state goals that benefit the safety and wellbeing of the public.

The 2024 Legislature will convene on February 12, 2024.

Brief DRAFT County Administrator Legislative Priorities

- **Full funding of state mandated services to protect against the shift of state costs to the county property taxpayers.**
- **Enhance funding for adult and adolescent mental health services and facilities per MICA, AMC and MACSSA priorities.**
- **Increase County Program Aid.**
- **Replenish State Transportation Funding to Counties.**
- **Promote Child Care Availability to Benefit Local Families and Economies.**

The County Board (or Individual Commissioners) currently have determined the following items are the top county priorities in the 2024 legislative session.

Attachments:

- **City of North Branch I-35 and 400th Street Interchange Project (*Information*)**
- **TH8/CSAH 21 Roundabout**

TH8/CSAH 21 Roundabout

The County would be able to use $3.5M in trunk highway bond funding.

As far as traffic data goes, Mndot has:

- TH 8 = 7089
- CSAH 21 north = 1331
- CSAH 21 south = 677

CITY OF NORTH BRANCH

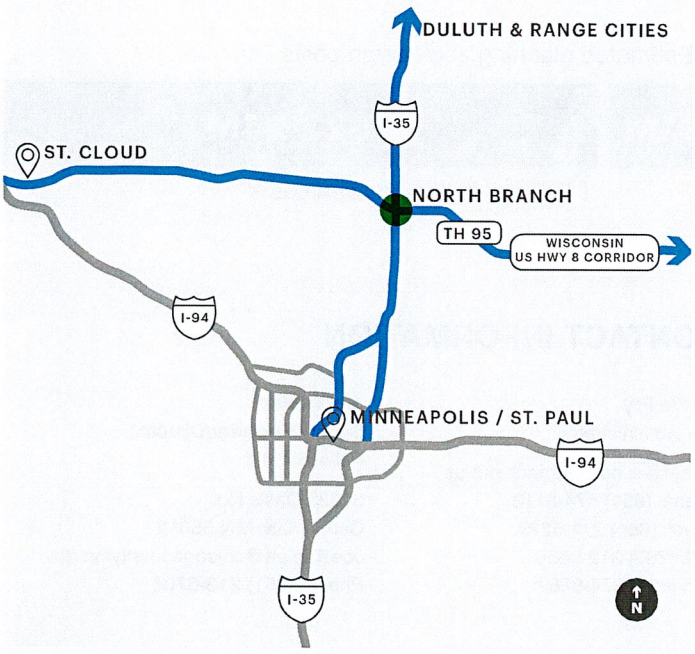
I-35 AND 400TH STREET INTERCHANGE PROJECT

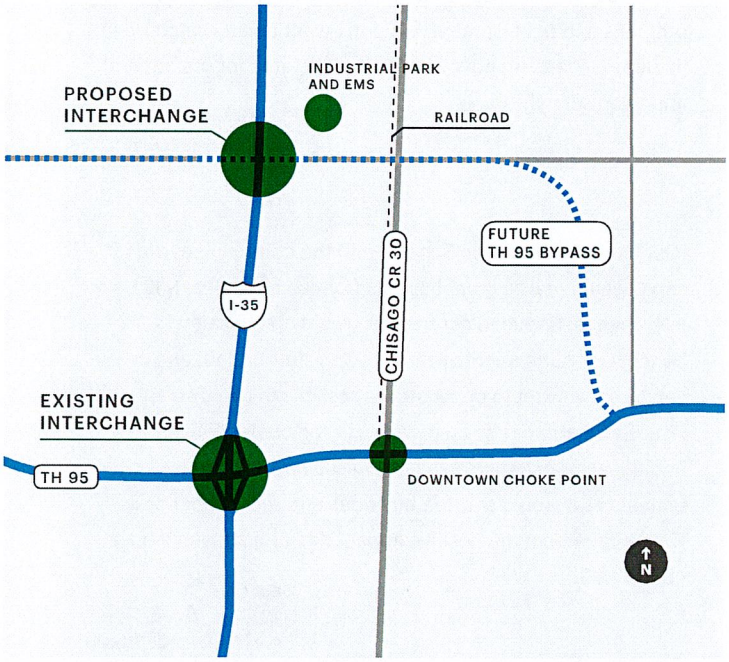
CURRENT FUNDING REQUEST: $4.0M
ESTIMATED CONSTRUCTION COST: $23-24M

PROJECT INFORMATION

The City of North Branch is partnering with Chisago County and the Minnesota Department of Transportation (MnDOT) for a new interchange at I-35 and 400th St. The completed project will provide vital access to I-35, north of the TH 95 access in North Branch, will improve emergency response times and will increase safety in the area.

- Currently, Highway 95 provides the only access to I-35 and the ability to cross the freeway for miles.
- Highway 95 is heavily traveled and experiences extreme congestion, especially on weekends as it serves as a main connection to many weekend vacation destinations.
- Public safety responders have an extremely difficult time accessing I-35 during times of peak congestion, significantly impacting response times.
- There are high volumes of truck traffic that pass through the Highway 95 and County Road 30 intersection, further complicating and adding to the public safety issues.





"Today, Lakes Region EMS has one option to access and cross Interstate 35, a significant artery for our service to operate. When an ambulance responds to a 911 call, seconds matter. On any given day, at any time, the current I-35 access is clogged with traffic causing measurable delays. It's not an overstatement that another access to I-35 would save lives."

Aarron Reinert
Executive Director, Lakes Region Emergency Medical Services

"The congestion around the I-35 access happens too frequently and has an impact on our ability to serve and support our community. Our police force is often called upon to relieve heavy traffic in the area, taking them away from other important responsibilities. Our volunteer firefighters must navigate traffic to reach the station, to then respond to an emergency. I'm hopeful an additional access point would clear congestion for our community."

Dan Meyer
North Branch Police Chief/
Emergency Management Director

The addition of an interchange north of the Highway 95 interchange will significantly improve public safety response for the region. It will also significantly reduce the number of trucks using the Highway 95 and County Road 30 intersection to access I-35. The interchange will also reduce congestion in the North Branch downtown area along Highway 95 which will result in improved pedestrian/bike access and safety along the corridor.

"It's important we continue to invest in our infrastructure and stay ahead of the curve. The area is growing and the need for quick access to interstates and highways is imperative to fuel progress and development. We don't want to play catch-up in the future. Planning now will position the area for growth and improved safety."

Rick Greene
Chair - Chisago County
Board of Commissioners

"Our North Branch Area Schools and the communities we serve would realize great benefits from an additional I-35 Interchange. Reduced congestion would create safety benefits for our students, teachers and staff, on foot and in vehicles. We want to do whatever possible to avoid safety issues exacerbated by an increase in regional traffic. An additional interchange also has logistic and economic benefits as it would shorten bus rides and reduce fuel costs. I'm excited about the positive impact this project would have on the area."

Sara Paul
Superintendent - North
Branch Area Public Schools

The City of North Branch and their agency partners believe the addition of the interchange will result in valuable and necessary safety, economic and traffic improvements. To continue this project, the team is respectfully requesting $4M in vital funding to bring the project to a shovel ready state.

PROJECT READINESS

- An interchange concept was completed in 2019 and developed parameters for reserving right of way and ensuring public utility placement would not be in conflict with the new interchange.
- The City of North Branch owns or has control on 3 of the 4 interchange quadrants,
- Limited right of way acquisition is needed in the 4th quadrant.
- All nearby development activity is reviewed and conditioned to have no impacts on this future interchange.

PROJECT COST

Estimated planning and design costs

$4M

$23-24M

Estimated construction costs

CONTACT INFORMATION

Renae Fry
City Administrator

renaef@ci.north-branch.mn.us
Phone: (651) 674-8113
Direct: (651) 277-5229
Cell: (763) 312-0856
Fax: (651) 674-8262

Joe Triplett
County Engineer/Director
Public Works

31325 Oasis Rd
Center City, MN 55012
Joe.Triplett@chisagocountymn.gov
Phone: (651) 213-8708

For more information, visit:

http://www.ci.north-branch.mn.us/departments/city_engineer/400th_st_and_i35_interchange_project.php

2016-2021

Summary | Details | Export | Map

Summary:

306 Total Crashes found
592 Total Vehicles involved
222 Crashes resulting in property damage

Injury Details:

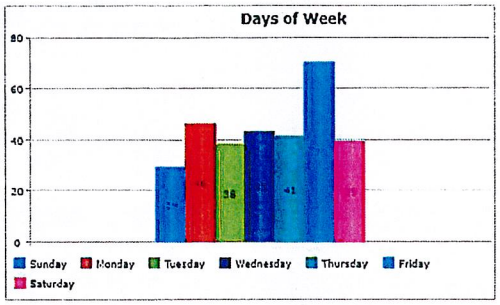
84 Crashes resulting in injury
122 Total injuries reported

Person Injury Details:

3 Total Suspected Serious Injuries
46 Total Suspected Minor Injuries
73 Total Possible Injuries
661 Total No Apparent Injuries

Fatality Details:

0 Crashes resulting in fatality
0 Total fatalities reported



Select Chart: Days of Week

*Please note: Crash reports are continually being submitted to the database from which these results were calculated. Therefore, these results may continue to change depending on the search criteria used.





Please note: Crash reports are continually being submitted to the database from which these results were calculated. Therefore, these results may continue to change depending on the search criteria used.

300

February 21, 2024
Chisago County Board of Commissioners

CITY OF NORTH BRANCH EST. 1881

Renae Fry <renaef@ci.north-branch.mn.us>

I-35/TH 95 Interchange Area Traffic Counts

1 message

Jeff Pearson <JPearson@wsbeng.com> Tue, Mar 7, 2023 at 9:02 AM
To: Renae Fry <renaef@ci.north-branch.mn.us>

Here are counts on and around the existing I-35 Interchange starting in 2015. 2021 did see a reduction across the MnDOT system as a whole due to Covid impacts so I included them but with an asterisk.

TH 95 west of I-35:

22,227 (2021)*

22,400 (2017)

20,900 (2015)

TH 95 east I-35:

20,467 (2021)*

22,500 (2017)

21,600 (2015)

I-35 SB Off-ramp:

2,722 (2021)*

2,400 (2019)

I-35 SB On-ramp:

5,170 (2021)*

6,000 (2019)

I-35 NB Off-ramp:

5,228 (2021)*

6,200 (2019)

I-35 NB On-ramp:

2,464 (2021)*

2,600 (2019)

February 21, 2024
Chisago County Board of Commissioners 301

I-35 Mainline:

37,500 (2017)

35,500 (2015)

MnDOT Traffic Application Site:

https://www.dot.state.mn.us/traffic/data/tma.html

Jeff Pearson
Sr. Project Manager
612.232.6382 (o)
WSB | wsbeng.com



For a list of WSB employee licenses and certifications visit here.

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February 21, 2024
Chisago County Board of Commissioners
302

NORTH BRANCH
400TH ST. AND I-35 INTERCHANGE
BOND LAYOUT

CITY OF NORTH BRANCH EST. 1881

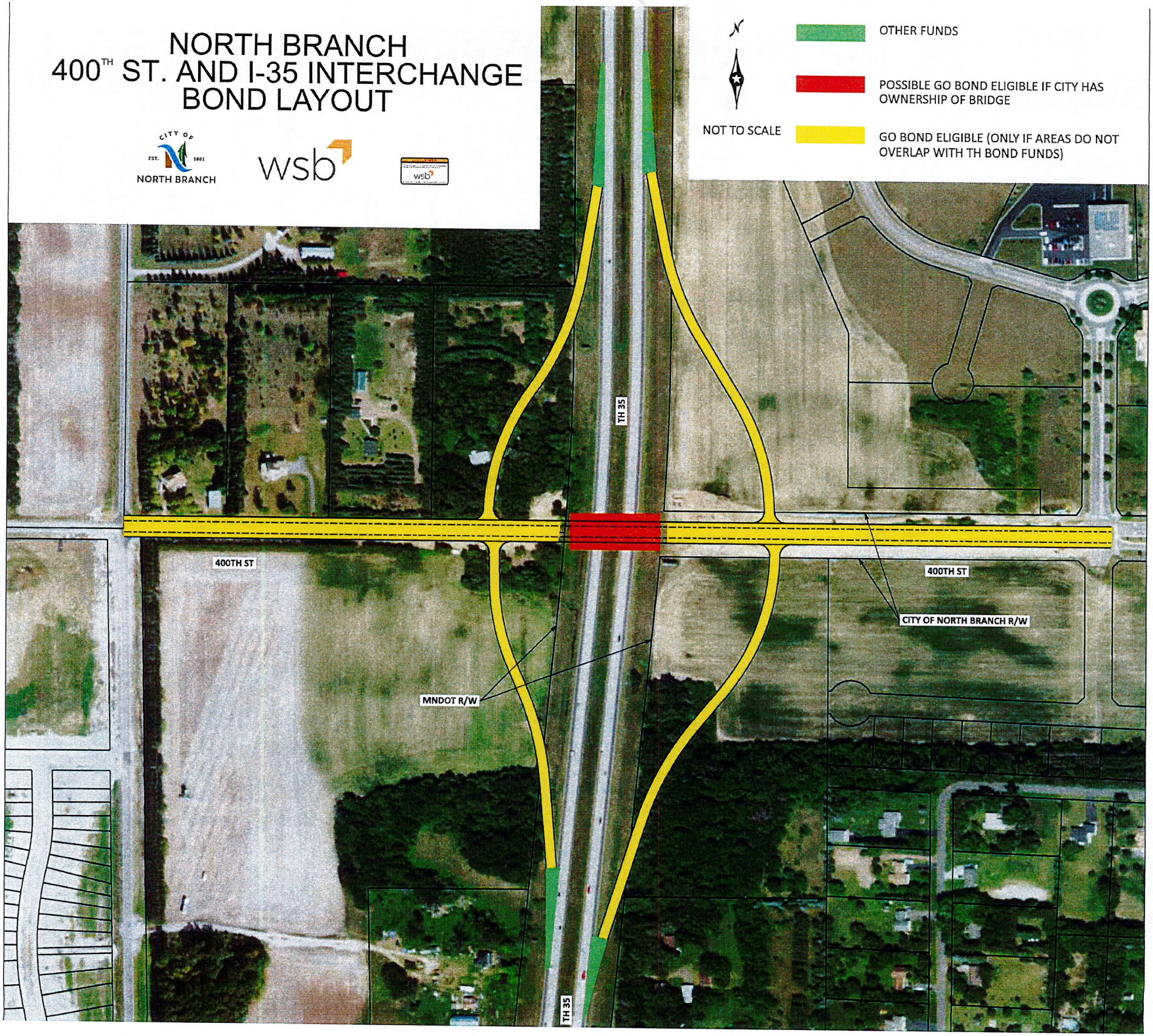
wsb

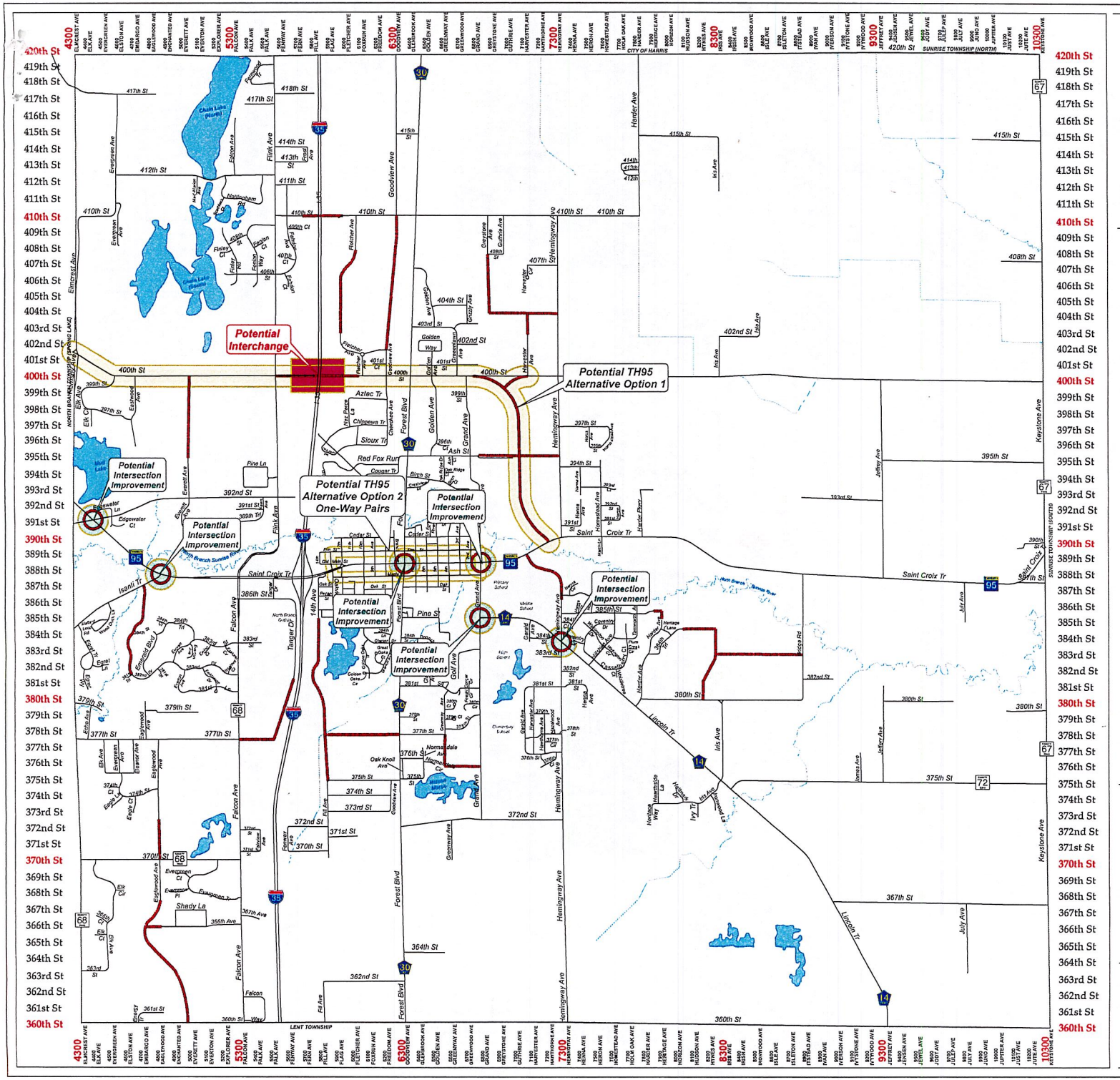
NOT TO SCALE

OTHER FUNDS

POSSIBLE GO BOND ELIGIBLE IF CITY HAS OWNERSHIP OF BRIDGE

GO BOND ELIGIBLE (ONLY IF AREAS DO NOT OVERLAP WITH TH BOND FUNDS)




Potential Interchange
Potential TH95 Alternative Option 1
Potential TH95 Alternative Option 2 One-Way Pairs
Potential Intersection Improvement
Potential Intersection Improvement
Potential Intersection Improvement

TAB IV.

Public Safety Aid

February 14th, 2024

Chisago County $1,138,241

Center City	$27,963
Chisago City	$246,458
Harris	$48,968
Lindstrom	$215,301
North Branch	$486,396
Rush City	$138,283
Shafer	$51,156
Stacy	$74,743
Taylors Falls	$46,692
Wyoming	$353,146

TOTAL: $2,827,347

Total Chisago County Public Safety Fund Expenditures:

Lakes Center for Youth and Families (12/20/2023) $10,000.00

A county, tribal government, city, or town with a population over 10,000 must use the aid to provide public safety.

Eligible uses include:

- Community violence prevention and intervention programs
- Community engagement
- Mental health crisis responses
- Victim services
- Training programs
- First responder wellness
- Equipment related to fire, rescue, and emergency services

- To pay other personnel or equipment costs

An aid recipient may **NOT** use the aid toward:

- Its employer contribution to the public employees police and fire fund if the county, tribal government, or local unit received Police State Aid under Minnesota Statutes, chapter 477C, in calendar year 2022
- Any costs associated with alleged wrongdoing or misconduct
- The purchase of an armored or tactical vehicle or substantially similar vehicle
- The purchase of tear gas, chemical munitions, or substantially similar items
- The costs of construction, reconstruction, remodeling, expansion, or improvement of a police station, including related facilities.
    - "Related facilities" includes access roads, lighting, sidewalks, and utility components on or adjacent to the property on which the police station is located that are necessary for safe access to and use of the building

Following Requests to be Discussed:

i. Encryption Licenses for CCSO Mobile and Portable Radios and Consoles
ii. Additional Motorola ARMER Radios
iii. VPN Service for Sheriff's Office Squad Cars

i. Encryption Licenses for CCSO Mobile and Portable Radios and Consoles

Due to CJDN data security and life safety issues we need to add the ability to encrypt the communications to the required levels to be in compliance with the FBI and BCA.

The total cost will be $266,007.88 This funding has been allocated under ARPA 800mhz ARPA-0334-ENTS

ii. Additional Motorola ARMER Radios

Due to the Law Enforcement contract with the City of Stacy, 4 new mobile radios need to be purchased. Due to added / delayed squad car

delivers the County also needs to add 1 spare radio for use when units are broke.

The total cost will be $30,553.20. $6,110.64 will be funded out of 061-6342, and $24,442.56 out of the special auditor's fund transfers for the City of Stacy Sheriff's Office contract.

iii. VPN Service for Sheriff's Office Squad Cars

The squads need to split the traffic from the Axon in squad cameras / body cameras and the in-squad CAD / RMS laptops for data communications.

The total cost will be $2,000.00 setup and training fee, and $2,000.00 a month for a total 1st year expense of $26,000.00. This funding is coming from the Special Public Safety funds. This cost for 2025 will need to be reflected in the 061-6341 budget.

iv. Stacy Squad Purchasing

$170,856 for start-up costs in 2024. Which include 2 squads, radios, computers, etc.

Attachment(s):

- MICA Use of Public Aid Survey (from 2/8/2024)

Use of Public Safety Aid Survey

For Informational Purposes Only
Not For Distribution

COUNTY NAME	Total Public Safety Aid	Allotted for Uses Beginning Prior in CY2024							$$'s Not Yet Allocated
		Personnel Salary	Personnel One-time bonus, Signing	Equipment	Training	Infrastructre (if alloawable)	Other, please name	Agenda Ideas – Discussion Topics	
Benton									
Blue Earth									At this point in time it is safe to say one time capital purchases that meet the definitions set forth in statute. That could possibly change; but that has been all of the discussion to date.
Carver									Sheriff developing recommendation - Board is aware but has not discussed any uses at this time
Chisago									
Crow Wing	$1,522,648	$316,481		$156,019	$4,500		$23,000		We have a 5 year plan on spending these funds.
Dakota									
Olmsted									
Otter Tail									
Rice				$565,800					$591,584
St. Louis									
Scott									
Sherburne									
Stearns									
Washington	$3,100,000	$622,000	$1,100,000	$898,000			$480,000		$200,000
Winona									Winona will be spending all the dollars on equipment
Wright		$331,768							$2,161,022

TAB V.

2024 Transportation Improvement Plan (TIP)

February 14th, 2024

Proposed is the 2024 Transportation Improvement Plan, which will memorialize and document this year's Public Works Road and Bridge construction activities.

The T.I.P. our main planning tool for design and construction of our transportation system.

Projects will be funded from local, state and federal sources.

The following projects are proposed by County Engineer Triplett;

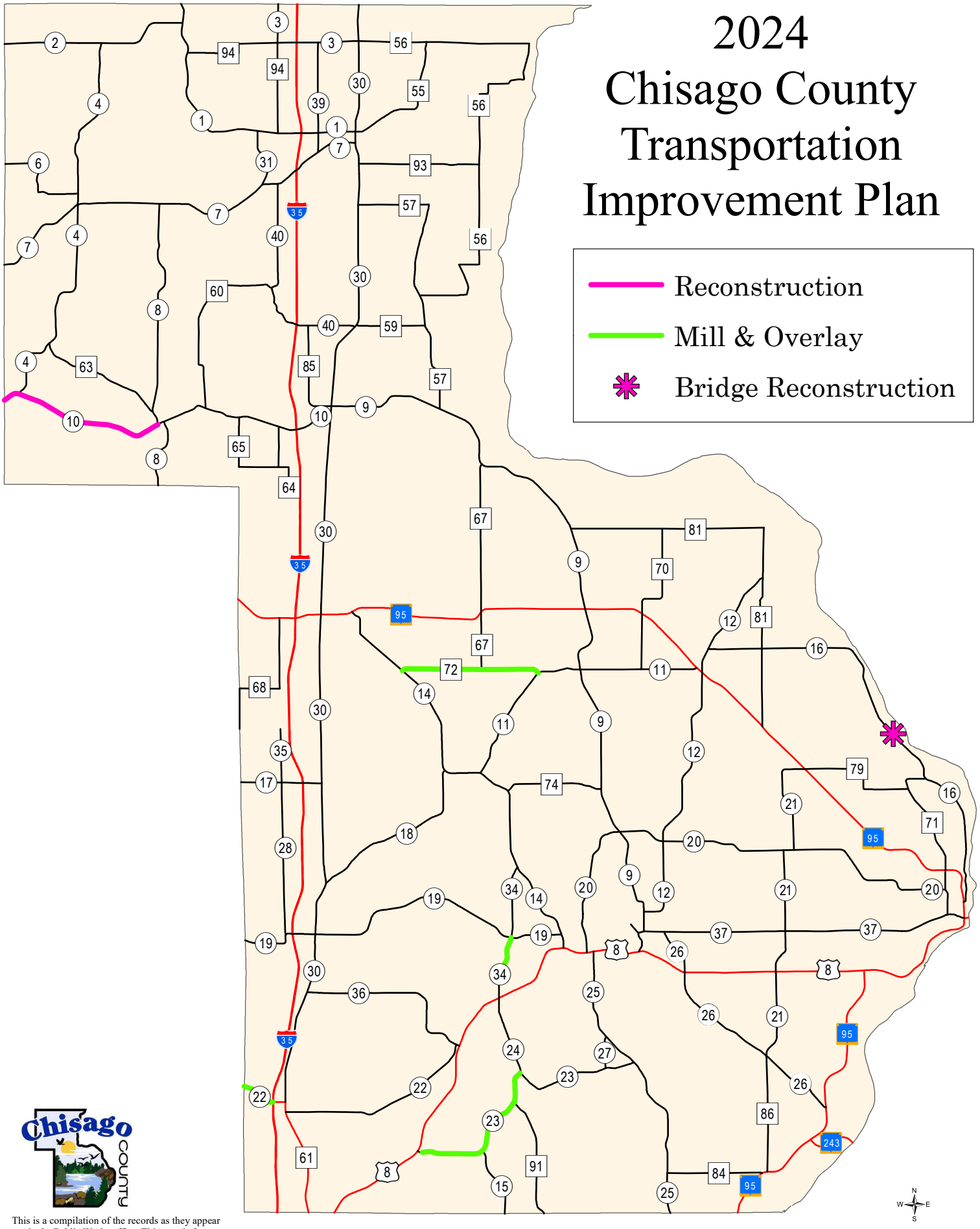
Highway #	Termini	Project
10	CSAH 8 North to County Line	Reconstruction
16	Bridge Replacement	Bridge
10	CSAH 8 North to County Line	Tree Clearing
34	HIR section south of CSAH 19	Mill & Overlay
22	I-35 to Anoka Co. Line	Mill & Overlay
23	Pioneer Rd to CSAH 23	Mill & Overlay
72	CSAH 30 to CSAH 11	Mill and Overlay

Attachment(s):

- DRAFT 2024 TIP
- MAP 2024 TIP

					Estimated Cost & Funding Source					
	Highway No.	**Termini**	**Length (mi)**	**Project**	**Federal**	**State**	**State Aid**	**Local** (Levy & Sales Tax)	**Total**	**Comments**
2024	10	CSAH 8 North to County Line	4.2	Reconstruction	$3,100,000		$2,540,000	$2,060,000	**$7,700,000**	$2.75M STBGP; $334K PROTECT
	16	Bridge Replacement		Bridge				$350,000	**$350,000**	
	10	CSAH 8 North to County Line		Tree Clearing				$105,000	**$105,000**	
	34	HIR section south of CSAH 19	0.9	Mill & Overlay				$205,000	**$205,000**	
	22	I-35 to Anoka Co. Line	0.85	Mill & Overlay				$225,000	**$225,000**	Pavement Repair Fund
	23	Pioneer Rd to CSAH 23	3.3	Mill & Overlay				$1,200,000	**$1,200,000**	
	72	CSAH 30 to CSAH 11	3.4	Mill & Overlay				$780,000	**$780,000**	
			12.65	**TOTAL**	**$3,100,000**	**$0**	**$2,540,000**	**$4,925,000**	**$10,565,000**	$3.7M in LOST; $1.5M in Levy
				PERCENTAGE OF TOTAL	**29%**	**0%**	**24%**	**47%**		

2024 Chisago County Transportation Improvement Plan



This is a compilation of the records as they appear in the Public Works office. This map is for reference purposes only.

February 21, 2024
Chisago County Board of Commissioners

Created: February 7, 2024

TAB VI.

Rush City Shop Sale

February 14th, 2024

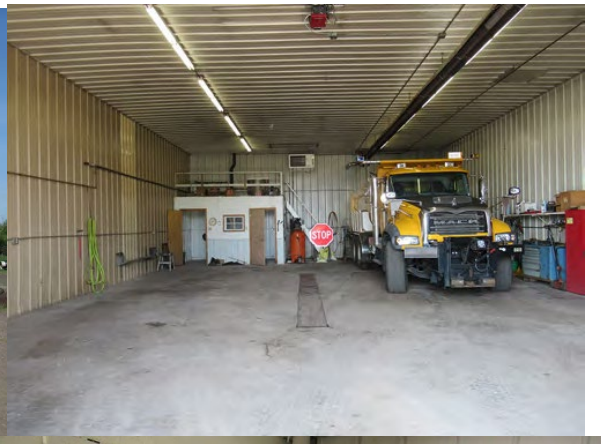
The City of Rush City has approached the County and Public Works Director about the sale of the Chisago County Maintenance Garage in Rush City.

There is currently a 99-year land lease agreement between the City and County so the County could build the proposed Highway Maintenance Shop. This agreement was signed in 1984.

The shop is located at 51533 Forest Boulevard, Rush City, MN 55069. It is 2,160 s.f. (36' x 60'), and was built in 1984.



Estimated Market Value: $94,000 Date of Valuation May 31, 2023






Attachment(s):

- Lease with Rush City
- Appraisal (*available upon request*)

AGREEMENT BETWEEN MUNICIPALITY AND
COUNTY FOR LEASE OF MUNICIPAL
PROPERTY

THIS AGREEMENT made by the City of Rush City, Minnesota, hereinafter called the "Municipality" and the County of Chisago, hereinafter called the "County", WHITNESSETH:

WHEREAS, the County is in need of a new highway maintenance building to be located in or near Rush City, and

WHEREAS, the Municipality owns approximately 226.79 acres of land north of the Municipality approximately one-quarter mile, in Sec. 15, T37N, R21W, of which the SW¼ of the SW¼ of SW¼ of the NW¼ of Sec. 15, T37N, R21W, has been set aside for the location of the Municipality's street maintenance building, and

WHEREAS, said Municipality property would adequately serve the needs of the County as a site for a highway maintenance building.

NOW, THEREFORE, BE IT MUTUALLY AGREED, the Municipality, in consideration of one dollar ($1.00) per year for a period on Ninety-nine (99) years, shall lease access to and use of said Municipal property for the purpose of constructing, maintaining, and using a highway maintenance building, subject to the following stipulations and limitations:

1) The County shall construct at its sole cost a highway maintenance building which shall be attached directly to the east side of the existing Municipal street maintenance building. Construction shall be performed so that the extension of the Municipal building shall appear as nearly as possible to have been original construction. There shall be one shared common wall with a walk-through door placed in said wall which shall be independently lockable from both sides. If the Municipality wishes to expand its street maintenance area, they may at their option, build another extension onto the east side of the County's portion of the building of a size not less than that which the County has constructed and order the County to occupy the newest facility and occupy that which was formerly the County's.

2) The County shall assist in the routine maintenance of the drive and other immediately adjacent lands, and repair at their sole cost any damages to said Municipal property which are solely the fault of the County.

3) Security improvements which are mutually agreed to by the Municipality and County such as fencing or other improvements such as paving of the drive and parking area, shall have a shared cost based upon prorating said cost by square footage of building occupied by each Party.

4) The Municipality and County shall maintain separate gas and electric utility meters and pay for such utility usage on an individual basis.

5) The County may, subject to approval by the city, tap into and use the Municipality's water and/or sewage treatment systems or install separate systems provided separate systems would not disrupt the normal functioning of the Municipality's systems. If the County chooses to utilize the Municipality's water and/or sewage treatment systems and it is determined that due to County use the systems must be expanded, the County shall at its sole cost have such expansions accomplished.

6) The County at its option may bury liquid storage tanks for the purpose of fuel storage provided the location of said buried tanks does not restrict the future expansion of the building to the east. The Municipality shall approve the location of the fuel tanks and shall be able to share in the usage of this fuel with the only cost to the Municipality being for actual fuel used.

7) The Municipality shall insure the entire structure, both Municipal and County portions, and bill the County for their share of the insurance based upon prorating the cost by square footage of building occupied by each Party. The County shall be solely responsible for insuring its own contents in the building.

City of Rush City

By _____

(Title) Mayor.

(Date) February 28, 1984

County of Chisago

By _____
Chairperson

(Date) 4/24/84

Attest:

By _____

(Title) City Administrator

Attest:

By _____
County Auditor

Approved as to content and form:

_____
City Attorney

_____
County Attorney

TAB VII.

Public Works – ARMER Radio Upgrade Request

February 14th, 2024

Public Works Director and County Engineer Joe Triplett is requesting to upgrade the Public Works ARMER Radios with Accessories.

35 ARMER Radios are requested.

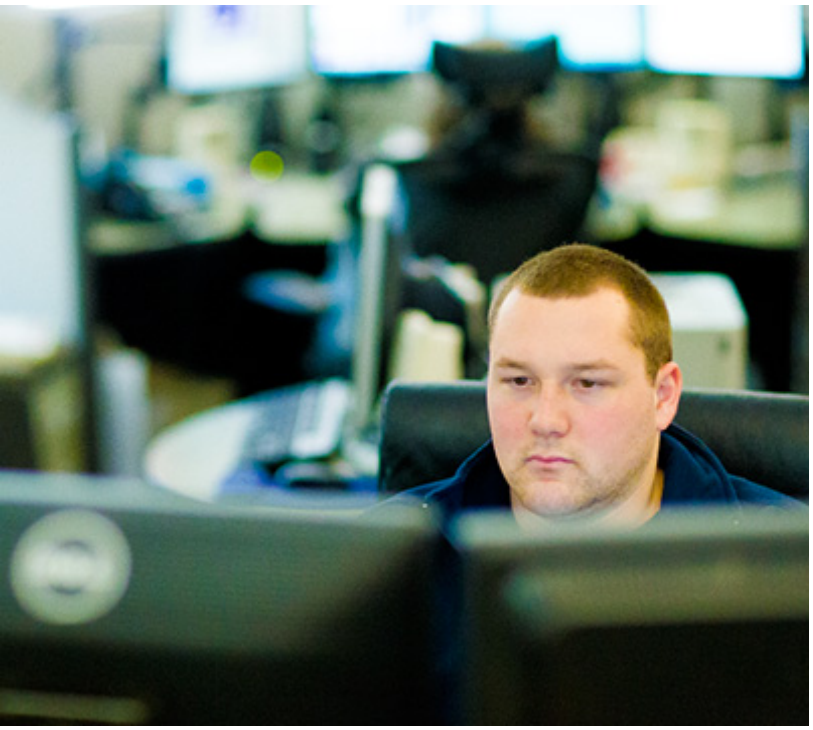
The total cost of the ARMER Upgrade is **$99,649.30**

Attachment(s):

- Motorola Quote for APX900 PBLS w/ Accessories

MOTOROLA SOLUTIONS







CHISAGO COUNTY

APX900 PBLS with Accessories

02/02/2024

The design, technical, pricing, and other information (" Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote (" Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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FEBRUARY 21, 2024
Chisago County Board of Commissioners

02/02/2024

CHISAGO COUNTY
313 N MN ST RM 140
CENTER CITY, MN 55012

RE: Motorola Quote for APX900 PBLS with Accessories
Dear Mike Parker ,

Motorola Solutions is pleased to present CHISAGO COUNTY with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

Motorola Solutions Manufacturer's Representative

Billing Address:
CHISAGO COUNTY
313 N MN ST RM 140
CENTER CITY, MN 55012
US

Shipping Address:
CHISAGO COUNTY
313 N MN ST RM 140
CENTER CITY, MN 55012
US

Quote Date:02/02/2024
Expiration Date:04/02/2024
Quote Created By:
Randy Beach
Account Manager
randy.beach@ancom.org
763-257-3865

End Customer:
CHISAGO COUNTY
Mike Parker
mike.parker@chisagocounty.us
651-213-8211

Contract: 20927 - MN DOT 209493
RFQ Number:NA

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 900					
1	H92UCF9PW6AN	APX 900 7/800 MHZ MODEL 2 PORTABLE	35	$1,973.92	$1,366.56	$47,829.60
1a	QA04096AA	ENH: P25 TRUNKING	35	$1,177.00	$847.44	$29,660.40
1b	QA06765AA	ALT: IMPRESS LI-ION 3000MAH	35	$98.70	$67.68	$2,368.80
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	35	$0.00	$0.00	$0.00
1d	H885BK	ADD: 3Y ESSENTIAL SERVICE	35	$133.00	$133.00	$4,655.00
1e	QA09113AB	ADD: BASELINE RELEASE SW	35	$0.00	$0.00	$0.00
1f	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	35	$6.00	$4.32	$151.20
1g	QA09008AA	ADD: GROUP SERVICES	35	$165.00	$118.80	$4,158.00
2	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	10	$82.08	$51.95	$519.50
3	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	40	$143.64	$95.76	$3,830.40

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	Miscellaneous Items					
4	PMPN4284B	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA	4	$707.40	$471.60	$1,886.40
5	PMNN4493A	BATT IMPRES LIION HE DENS IP68 3000T	5	$148.84	$97.20	$486.00
6	NNTN8525A	CHARGER TRAVEL	60	$102.60	$68.40	$4,104.00

Grand Total $99,649.30(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

TAB VIII.

Chisago Lakes Library Security Camera System

February 14th, 2024

In October 2023, the County was reached out to by the librarian at the Chisago Lakes Area Library about their failing (and now failed) security system.

According to Enterprise Services, the County has NEVER maintained or supported the camera system in any of the libraries. However, there would be value to the County having cameras and security at the libraries because the County owns and maintains the facilities.

The ECRLB requested quotes and received a quote from Marco, the original installer of the system to replace the NVR (network video recorder) system. Unfortunately, due to the age of the failed system, they do not have replacement parts.

The quote for total replacement is $4,884.43.

Attachment(s):

- Quote

December 18, 2023

PROPOSAL FOR

EAST CENTRAL REGIONAL LIBRARY-CAMBRIDGE

RYAN FLANNERY

Prepared By:

Jennifer Bohnsack
Technology Advisor
320-259-3001 x1029
jennifer.bohnsack@marconet.com

Quote Number: 171003

Managed Services

Copiers & Printers

Audio Visual

Business IT Services

February 21, 2024
Chisago County Board of Commissioners

IT - Replace March Networks DVR -- EAST CENTRAL REGIONAL LIBRARY-CAMBRIDGE



Prepared by:

Marco - St. Cloud

Jennifer Bohnsack
320-259-3001 x1029
jennifer.bohnsack@marconet.com

Prepared for:

EAST CENTRAL REGIONAL LIBRARY-CAMBRIDGE
244 S BIRCH ST
CAMPBRIDGE, MN 55008-1521
Ryan Flannery
763.392.0422
rflannery@ecrlib.org

Ship To:

EAST CENTRAL REGIONAL LIBRARY-CAMBRIDGE
11754 302ND ST
CHISAGO CITY, MN 55013-9803
Ryan Flannery
763.392.0422
rflannery@ecrlib.org

Quote Information:

Quote #: 171003

Version: 1
Date Issued: 12/18/2023
Expiration Date: 01/17/2024

Products

Description	One-Time	Qty	Ext. One-Time
March Networks - X1216 R - 12 Analog Channel, 30 FPS per Analog Channel, Recorder Supporting up to 16 Channels (analog or IP). Recorder Comes Complete with Docking Station, all I/O and 1x2TB (2TB) of Storage.	$3,908.17	1	$3,908.17
Seagate - SkyHawk 2TB Surveillance Hard Drive 64MB Cache SATA 6.0Gb/s 3.5"	$76.26	1	$76.26

Subtotal: **$3,984.43**

Professional Services Labor

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - T&M - Estimate	$900.00	1	$900.00

Subtotal: **$900.00**

Professional Services Work Order Agreement

ABOUT THIS PROFESSIONAL SERVICES ENGAGEMENT

This Work Order Agreement outlines the products (if applicable), services, and deliverables that Marco will provide to the Client for this project ("Agreement"). Marco will work closely with the Client a consultative basis to optimize the success of the engagement. This Agreement is governed by and subject to the Relationship Agreement between Client and Marco. This Agreement is valid through the expiration date on this document.

ENGAGEMENT OVERVIEW - DESCRIPTION OF SERVICES AND DELIVERABLES

East Central Regional Library has a failed 4000 series NVR requiring replacement.

Marco to provide the following solution:
* March Networks Video Surveillance

Marco to install and program the following Video Surveillance hardware:
* NVR/Server (x1216) and 2tb additional Hard Drive
* Existing analog cameras (8) to be connected to new NVR.

Marco to commission surveillance solution.
* Install client software

Professional services are an estimation. Installation labor will be billed at Time and Materials using Marco's standard rates.

COORDINATION - DESCRIPTION OF SERVICES AND DELIVERABLES

The following tasks and deliverables for our Coordination Team will be considered “in-scope” for the purposes of this engagement:

- Tracking of Product (if applicable)
- Technical Resource Assignment
- Customer Initial Communication & Scheduling
- Technical Resource Scheduling
- Change Orders (if applicable)

SERVICES ASSUMPTIONS, EXCLUSIONS, CLIENT RESPONSIBILITIES, AND NOTES

Client to provide following IP information to the Project Manager prior to installation:
* (1) Port and IP address on the production network - Existing NVRs address may be reused.

Client to provide Marco technicians with reasonable access to all required spaces during installation.

Client is responsible to provide all local permits, fees and inspections as required.

It is assumed that all existing equipment and cabling is in good working order prior to onsite installation. Any troubleshooting of customer network, physical hardware or cabling will result in a change order and billed at Marco’s standard rates.

It is assumed that all required electrical installations are completed in advance of Marco’s onsite installation of hardware. If work is not completed prior to install, a change order will be created for any additional trips or labor which is required.

It is assumed that all required, and agreed upon, network programming is completed by the customer prior to onsite work by Marco. This is to include any network switch configuration, set up of required VLANs and virtual or physical server set up by the customer. If any of these are not completed prior to installation, this may result in a change order and be billed at Marco’s standard rates.

All work to be performed during normal business hours. Monday through Friday, 8am to 5pm.

Professional services are an estimation. Installation labor will be billed at Time and Materials using Marco's standard rates.

Site Address: 11754 302nd St, Chisago City, MN 55013

Quote Summary - One-Time Expenses

Description	Amount
Products	$3,984.43
Professional Services Labor	$900.00
Total:	**$4,884.43**

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	**1**	**One-Time**	**$4,884.43**

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	

Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products.
- If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- Payments made via credit card are subject to a 3% surcharge.
- A $30 fee will be assessed for any returned payment

Marco Technologies, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

EAST CENTRAL REGIONAL LIBRARY-CAMBRIDGE

Prepared for: Ryan Flannery

Signature: _____

Signed by: _____

Title: _____

Date: _____

PO Number: _____

Email Address: _____

TAB IX.

Unemployment Insurance Payment

February 14th, 2024

The County has **NOT** paid the 'Unemployment Insurance' bill from the Minnesota Unemployment Insurance since Quarter 1 of 2022. In Q2 and Q3 of 2022 there was no balance however, interest continued to accrue. The total owed is $80,854.96 (total owed plus interest). Additionally, there is a penalty of $8,500 for not uploading the

This was all caused by a mistake from Human Resources because it was incorrectly believed that UKG (the County's payroll software and Human Resources provider) should be paying and reporting to the State the appropriate unemployment information. The reporting mechanism in UKG has been changed to accommodate this in the future.

Q1 2022:
$12,935.43 (previous balance I need to figure out, TBD)
+Benefits paid/Interest
$16,490.56 Balance

Q2 2022: $0.00
Q3 2022: $0.00

Q4 2022:
$26,879.56 (previous balance from Q1 but I need to figure out why the 10k increase, TBD)
+Benefits paid/Interest
$29,396.82

Q1 2023:
$29,991.82
+Benefits paid/Interest
$48,710.14

Q2 2023:
$57,592.14
+Benefits paid/Interest
$69,387.96

Q3 2023:
$71,420.96
+Benefits paid/Interest

$74,851.96

Q4 2023:
$76,557.96
+Benefits paid/Interest
$80,854.96

Chisago County Request For Board Action

Meeting Date: February 21, 2024	***Item Number:*** **21**
Title of Item for Consideration: Professional/Technical Services Contract between Therapeutic Services Agency 2024-2025	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: Approval of contract dated January 1, 2022 through December 31, 2023.	

Background: Therapeutic Services Agency provides mental health services for adults and children with mental health needs. Chisago County has been contracting with them since July, 2014 for Clinical supervision which is required for providing oversight of the individual service delivery for a client's mental health treatment per Minnesota Statute §245.4871, Minnesota Rule 9505.0370. Therapeutic Services Agency employs credentialed staff to provide clinical consultation and supervision for Chisago County case managers.

Attachment(s):

- Professional/Technical Services Contract between Therapeutic Services Agency, Incorporated and Chisago County

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the contract with Therapeutic Services Agency, Inc. The suggested motion is as follows:

"Move to approve the proposed Professional/Technical Services Contract between Therapeutic Services Agency, Incorporated and Chisago County, as presented at tonight's meeting."

Implications of Action: Approval at tonight's meeting will ensure that Chisago County Human Services remains in compliance with Minnesota Statute §245.4871 by receiving clinical oversight from Therapeutic Services Agency for mental health services provided by mental health case managers.

***Budget/Financial Implications*:** State Mental Health grant funds to the extent they are available and Levy dollars.

***Legal/Policy Implications*:** The proposed action is in compliance with all applicable state and federal regulations and local County policies and procedures. The County Attorney has approved as to form.

Administrator's Recommendation

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

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

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
THERAPEUTIC SERVICES AGENCY, INCORPORATED 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 Therapeutic Services Agency, Incorporated, 220 Railroad Street SE, Pine City, MN 55063, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, 373.02 and 245.461 to 245.4889, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, specifically Clinical Supervision of a client's mental health services in the Adult and Children's Mental Health program, and

WHEREAS, the CONTRACTOR represents individual staff assigned to provide services under this contact are duly qualified mental health professionals, as defined in Minn. Stat. §245.462 and 245.4871, and are otherwise 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'S DUTIES**. The CONTRACTOR will provide Clinical Supervision of the individual service delivery for a client's mental health treatment as defined in Minnesota Rule 9505.0371 and as required by Minnesota Health Care Program standards. Clinical Supervision to be scheduled as requested by the County.

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

A. Calendar Year 2024

Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows: Compensation of: $139.14 per hour for clinical supervision (Program Code 490x for Child Rule 79 clients and Program Code 491x for Adult Rule 79 clients), $83.22 per hour travel rate and the Federal mileage rate per mile. Travel time will be calculated between the Therapeutic Services Agency office and the Chisago County Human Services office at the addresses listed above.

The total obligation of the County for all compensation and reimbursement to the CONTRACTOR for the calendar year 2024, shall not exceed **Thirty-One Thousand Four Hundred Fifteen Dollars** [$31,415.00].

Calendar Year 2025

Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows: Compensation of: $143.31 per hour for clinical supervision (Program Code 490x for Child Rule 79 clients and Program Code 491x for Adult Rule 79 clients), $85.71 per hour travel rate and the Federal mileage rate per mile. Travel time will be calculated between the Therapeutic Services Agency office and the Chisago County Human Services office at the addresses listed above.

The total obligation of the County for all compensation and reimbursement to the CONTRACTOR for the calendar year 2025, shall not exceed **Thirty-Two Thousand Three Hundred Fifty Seven Dollars and Forty Five Cents** [$32,357.45].

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 calendar year. Final invoices should be sent by the 10th day of the last month of the 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:	Lainie Janke, MSW, LICSW
Address:	220 Railroad Street SE, Pine City, MN 55063
Telephone:	(320)629-7600
E-Mail:	ljanke@tsapc.net
Fax:	

V. **CANCELLATION AND TERMINATION**.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.

C. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

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

VIII. **COMPLIANCE WITH APPLICABLE LAWS**. The parties shall comply with all federal, state and local laws. 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 involve access by the CONTRACTOR access 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: THERAPEUTIC SERVICES AGENCY, INCORPORATED
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: Lainie Janke, MSW, LICSW, Executive Director
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, Director Health and Human Services
Date:

Reviewed as to Form:

Signed:
Title: Janet Reiter, Chisago County Attorney
Date:

Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is between Chisago County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Chisago County Health and Human Services Department, 313 North Main Street, Center City, MN 55012 ("Covered Entity") and Therapeutic Services Agency, Incorporated. ("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: February 21, 2024	***Item Number:*** **22**
Title of Item for Consideration: Per Diem to the Chisago County Citizen Review Panel	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None	

Background: The Citizens Review Panel consists of volunteer community members that analyze trends, provide independent insights and outside validation of the child protection system. They recommend and advocate for the needed changes and resources. Citizen Review Panel members promote cooperation among community resources and child protection services agencies. They work to increase community understanding as well as have an investment in protecting all children. They examine child protection policies, procedures and practices of the state and county agencies. They evaluate the extent to which the agency is discharging their child protection responsibilities. Panel members gather information through interviews, observations, review records, case files and reports. The members prepare and make available to the public an annual report containing a summary of the panel's activities and recommendations to improve the child protection system.

***Attachment(s)*:**

- CRP Per Diem Memo

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the recommendation of per diem for each meeting attended by CRP members. The suggested motion is as follows:

"Move to approve the per diem of Chisago County Citizen Review Panel members"

***Implications of Action*:** Citizen Review Panel members will be able to receive Per Diem each time that they attend meetings and reconsideration case reviews.

***Budget/Financial Implications*:** Paid from State funds.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 North Main Street
Center City, MN 54009

General Information	651-213-5200
FAX	651-213-5401
Public Health	651-213-5231
Financial	651-213-5202

Citizens Review Panel Per Diem

OVERVIEW

The Chisago County Citizen Review Panel facilitates citizen participation and provides opportunities for members of the community to play an integral role in ensuring that federal, state, and county child protection systems protect children from abuse and neglect and meet the permanency needs of children.

Citizen Review Panels were established under the Child Abuse Prevention and Treatment Act. In Minnesota, panels also have statutory requirements under Minnesota Statutes, section 256.01, subdivision 15.

Once the applicants complete the application process members are endorsed by the Chisago County Board. Chisago County Health & Human Services is committed to having panel members play an integral part of reviewing findings when a client asks that a finding be reconsidered. This is a necessary checks and balances to ensure Chisago County Child Protection has integrity processes in place to be successful.

In addition, Chisago County conducts bi-monthly meeting with panel members and state officials to keep the group on task, complete the final report, complete a yearly project, and discuss reviewed cases so state statutes are adhered to.

This has historically been a volunteer position and with a CAPTA grant of $5000 per year, Chisago County is recommending a Per Diem for attending meetings and reconsideration case reviews.

Per Diem and Expenses.

Citizen Review Panel members may receive such per diem as provided by law and resolution of the County Board of Commissioners. Members of the Citizen Review Panel who are professionals drawing a salary from their employer while servicing on the Citizen Review Panel will not be eligible for a per diem. Per diem shall be set by the Health & Human Services Board at their annual meeting for the calendar year and moving forward.

Compensation

Members on the Citizens Review Panel will be compensated at a rate of $55 a day spent on council or committee activities in accordance with Sec. 15.059 MN Statutes.

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **23**
Title of Item for Consideration: SHIP 223 Grant Agreement – North Branch Disc Golf Association	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure.

Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance.

***Attachment(s)*:**

- SHIP Grant Agreement – North Branch Disc Golf Association

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreement – North Branch Disc Golf Association. The following motion is suggested:

"Move to approve the SHIP Grant Agreement – North Branch Disc Golf Association."

Implications of Action: Approval of this Ship grant agreement will allow North Branch Disc Golf Association to create a Disc golf course, creating this course will be an outdoor recreational activity that will be available within walking or biking distances to residents of Chisago City and Lindstrom, it will be a good way for the public to visit and enjoy nature with their friends and family free of charge.

Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of $5,100.00.

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 _____

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and North Branch Disc Golf Association, 30561 Karmel AVE, Chisago City, Mn 55013 ("Grantee").

Recitals

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

WHEREAS, North Branch Disc Golf Association applied to County for a SHIP Grant in order to create a Disc golf course, creating this course will be an outdoor recreational activity that will be available within walking or biking distances to residents of Chisago City and Lindstrom, it will be a good way for the public to visit and enjoy nature with their friends and family free of charge; and

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

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Five Thousand One Hundred Dollars ($5,100.00);** and

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

NOW THEREFORE, the County and North Branch A.P.S. enter into this Grant Agreement (Agreement) and agree as follows:

1. **TERMS OF AGREEMENT.**
   1.1. **Effective Date**: February 21, 2024 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
   1.2. ***Expiration Date*:** October 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3. ***Survival of Terms*:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. **GRANTEE'S DUTIES.**
   Grantee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

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

4. **AUTHORIZED REPRESENTATIVES**
For purposes of administering this Agreement, the County's Authorized Representative is:

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

and the Grantee's Authorized Representative is:

Name: Brandy Peterson
Address: 30561 Karmel AVE, Chisago City, MN 55013
Phone: 317-910-6455
Email: blpeterson94@gmail.com

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

5. **ASSIGNMENT, WAIVER, AND AGREEMENT COMPLETE**
5.1. ***Assignment*.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.
5.2. ***Waiver*.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
5.3. ***Agreement Complete.*** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

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

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

8. **PROJECT FUNDING AND DISBURSEMENTS**

8.1. ***Total Obligation*.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Five Thousand One Hundred Dollars ($5,100.00)**

8.2. ***Condition of Payment*.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.

8.3. ***Disbursements*** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.

8.4. ***Grantee Commitment of Financing*.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. **USE OF GRANT FUNDS**

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

10. **COMPLIANCE WITH THE LAW**

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

11. **REPORTING REQUIREMENTS**

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

11.1. ***Upon project completion***, grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.

11.2. ***Treatment of Data*.** All data (information) related to this Project and Agreement that is maintained by the County is public unless the Minnesota Data Practices Act, Minn. Stat. Ch.13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to County in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:

1. In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
2. Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the County at the same time it submits the report containing the information in question.

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

12. **AMENDMENTS**

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

13. **FAILURE TO COMPLY**

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

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

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

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

14. **TERMINATION**

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

15. **WORKERS' COMPENSATION**

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

16. **PUBLICITY AND ENDORSEMENT**

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

17. **HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION**

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

18. **LIABILITY**

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

19. **INSURANCE**

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

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

20. **GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY**

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

20.2. ***Intellectual Property***.

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

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

21. **ANTITRUST**

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

22. **JURISDICTION AND VENUE**

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

23. **STATE AUDITS**

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

24. **SUBCONTRACTING**

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

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

APPROVED:

1. GRANTEE

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

By:
Title: Brandy Peterson
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

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

AS TO FORM:

By:
Title: Janet Reiter, Chisago County Attorney
Date:

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **24**
Title of Item for Consideration: Mental Health and Resilience Workshop – Public Health	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None	

Background: Public Health is hoping to host a Community Mental Health and Resilience Workshop. Following the aftermath of the pandemic, along with additional psychological and emotional traumas impacting communities, mental health issues have been on the rise. This event is meant to provide support, tools, and resources for community members and those who work in serving roles within our communities. We plan to conclude the event with opportunities for community leaders to build on strategies aimed at improving community resilience and providing support for mental health initiatives. See the attached proposal for more information.

Doctor Thom Mayer has been a leader in times of crisis for over 25 years, he is the Medical Director for the NFL player Association, as well as an emergency physician-sports medicine leader of international renown. He served as the Command Physician at the Pentagon Rescue/Recovery Operation on 9/11, Incident Commander for the inhalational anthrax outbreak in Washington, DC that same year, and led a Team Rubicon Mobile Emergency Team in Ukraine following the outbreak of war. Dr. Mayer will focus his keynote on Leadership skills to battle burnout and build resiliency in effort for leaders to support their staff and communities. Additionally, Dr. Mayer will provide a breakout session focused on managing burnout in the workplace.

Adam Markel is a national speaker, bestselling author, keynote speaker and resilience researcher. He guides individuals and organizations to tap the power of resilience to master the challenges of constant change. Adam will provide both a Keynote: Leveraging the Power of Uncertainty to build long term resilience. Additionally, Adam will provide a breakout session with a focus on: Building a Recover Map.

Gaelin Elmore has a background in youth mentoring, curriculum development, and advocacy coaching. Gaelin share's specific stories from his life related to how adverse childhood experiences can force you into a harmful and destructive view of life. At a pivotal crossroad in his life, his expectations, habits, and pessimism were taking over before someone's courage changed it all. He speaks from his life experience in and out of the foster care system and the importance of belonging we all need.

***Attachment(s)*:**

- Client Contract Dr. Thom Mayer
- Engagement Contract Adam Markel
- Gaelin Speaks LLC Speaker Agreement
- Mental Health and Resilience Workshop proposal

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners the approve the Client letter of agreement for Dr. Thom Mayer, the Engagement Contract for Adam Markel and the Gaelin Speaks LLC Speaker Agreement for the proposed Mental Health and Resilience Workshop being sponsored by Chisago County Public Health. The following motion is suggested:

"move to approve the Client letter of agreement for Dr. Thom Mayer, the Engagement Contract for Adam Markel and the Gaelin Speaks LLC Speaker Agreement for the proposed Mental Health and Resilience Workshop being sponsored by Chisago County Public Health."

Implications of Action: Approval of the request will allow for Chisago County Community Members to hear Dr. Mayer discuss Leadership skills to battle burnout and build resiliency in effort for leaders to support their staff and communities, to also hear Adam Markel discuss Leveraging the Power of Uncertainty to build long term resilience and allow for Gaelin to provide an hour Keynote titled Transformative Power of Belonging. Additionally, he will provide a breakout session discussing the psychology and the neuroscience of belonging.

Budget/Financial Implications: The budget will be fulfilled by grant funds.

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 _____

Public Health
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Chisago County

MENTAL HEALTH AND RESILIENCE WORKSHOP

Why is it important to discuss building a community of resilience and wellbeing?

Psychological and emotional distresses and traumas are accelerating nationwide, and we know now that the pandemic made them far worse. Many accelerating personal social, economic and environmental traumatic stresses, as well as toxic social isolation and loneliness, job and income struggles, the dark side of social media and more have produced widespread adverse mental health, behavioral health and psychosocial conditions. Additionally, we have seen record heat waves, rain and windstorms, floods, droughts, wildfires, hazardous smoke events and other emergencies and extreme weather disasters. Populations are experiencing more issues on top of the existing stresses and traumas and adding many new ones. Educating communities on building personal resilience and giving community leaders knowledge and tools to identify mental health issues and building community resilience is way to addressing growing needs.

Public Health by mandate is to respond to and work in recovery of Public Health emergencies, mental health and community ability to rebound from events like COVID-19, mass shootings, drought, and so forth. Additionally, local public health departments are mandated to provide strategic direction aimed at reducing and preventing identified population health issues impacting the masses. Mental Health continues to be a priority for Chisago County as identified on our 2022 Community Health Survey.

Mental Health issues is a national epidemic at this point. Community-led initiatives that use a public health approach to build population mental wellness and resilience can help to meet the urgent mental health needs increasing and build foundation to better respond to future issues. Public Health is by design to identify system, policy and environment gaps/barriers and facilitate the work that not one organization can do by themselves. Public Health is often tasked to work towards sustainable community solutions on issues regarding water quality, public tobacco use, and more recently the MN state settlement work on the opioid epidemic. Not any one organization can fix the current mental health crisis. It is a community, public health issue. Public health works to convene, advocate, use data to drive decision making and help drive community building.

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MENTAL HEALTH AND RESILIENCE WORKSHOP

Join us at Maranatha Church, Wyoming, MN
May 20th - 21st, 2024

Event Description:

As we continue to see the impacts from COVID-19 across all sectors of work within the community, we are developing plans to host a two-day wellness and resiliency workshop. The overarching goal of this workshop is to provide support to community members and professionals on how to take care of their health and overall well-being during difficult times.

Funding Source:

Chisago County Public Health has $50,000 in grant funds which will fully fund this workshop. Funds are to be used specifically for COVID-19 recovery efforts. This includes mental and behavioral health training as well as recovery activities including training on resiliency.

DAY ONE

Focus on frontline workers and community members looking for tools to become more resilient.

Goals:
Rebuilding partnerships through connections and networking, building motivation for community collaboration, education about local resources and mental health support, and overcoming adverse experiences.

DAY TWO

Focus on community leaders and how they can support their staff and the community by fostering a resilient culture.

Goals:
Learning how to battle burnout and restore resiliency within your team and embracing the importance of adaptive capacity. Begin community conversation about building community driven strategies for population resiliency and wellness.

This event will kick off our Commitment to Resilience Strategy where attendees will have a chance to...

1. Join the Commitment to Resilience Initiative
2. Brainstorm ways for leadership to support community needs
3. Network with other community leaders
4. Discuss policy and systems changes which support community mental health and resilience
5. Discuss potential for resource hub or center
6. Learn from vendors about community resources

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MENTAL HEALTH AND RESILIENCE WORKSHOP

EVENT OVERVIEW: DAY ONE - MONDAY, MAY 20TH, 2024

8:00 - 9:00 Event Check In (Vendor Resource Fair open)

9:00 - 9:30 Opening Remarks

9:30 - 10:30 Morning Keynote – Gaelin Elmore (Transformative Power of Belonging)

10:45 - 11:30 Breakout Session 1

- Choice 1: Gaelin Elmore Deep Dive (Psychology/ Neuroscience of Belonging)
- Choice 2: Kate Swanson Simonet (Mental Health & Suicide Prevention)
- Choice 3: Veteran's Speaker (Mental Health & Suicide Prevention)

11:30 - 12:30 Light Lunch / Vendor Resource Fair

12:45 - 2:00 Afternoon Keynote - Adam Markel (Leveraging the Power of Uncertainty to Build Long Term Resilience)

2:15 - 3:00 Breakout Session 2

- Choice 1: Adam Markel Keynote Deep Dive (Building a 'Recovery' Map)
- Choice 2: FamilyWise (NEAR Science / ACEs and Resiliency)
- Choice 3: Canvas Health (Mental Health 101 or Emotional Intelligence 101)

3:15 - 4:00 Breakout Session 3

- Choice 1: Nate Cannon (Mental Health, Suicide Prevention, Diversity & Inclusion)
- Choice 2: Regional Suicide Prevention Coordinator
- Choice 3: Equity Network (Historical Trauma / Trauma-Informed Practices)

4:00 - 4:30 Closing

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MENTAL HEALTH AND RESILIENCE WORKSHOP

EVENT OVERVIEW: DAY TWO - TUESDAY, MAY 21ST, 2024

8:00 - 8:30 Event Check In

8:30 - 9:00 Opening Remarks

9:00 - 10:00 Morning Keynote - Dr. Thom Mayer (Battling Burnout and Restoring Resiliency for Surviving and Thriving)

10:15 - 11:00 Breakout Session 1

- Choice 1: Dr. Mayer Keynote Deep Dive (Managing Burnout in the Workplace)
- Choice 2: Mental Health Minnesota (Understanding & Building Resilience)

11:15 - 12:00 Breakout Session 2

- Choice 1: Jay Olstad (Building Trust through Active Listening)
- Choice 2: Trauma Stewardship for Leaders: Equipping you to lead your teams amid trauma

12:00 - 1:30 Day 2 Closing

- Networking
- Commitment to Resilience Kick-off Strategy
- Brainstorm
  - Resource Center Development
  - Policy & Systems support for resiliency
  - Action planning / next steps
  - Resiliency coalition
  - Monthly newsletters

Phone: 901.754.9404
Fax: 901.756.4237
3085 Fountainside Dr.
Suite 101
Germantown, TN 38138

EXECUTIVE SPEAKERS BUREAU

Date: February 13, 2024

CLIENT LETTER OF AGREEMENT
Chisago County Public Health
and Thom Mayer, MD
May 21, 2024

This letter of agreement confirms Thom Mayer, MD to participate in the speaking engagement with Chisago County Public Health on May 21, 2024.

Client:	Chisago County Public Health
Contact Name:	Chase Burnham
Phone & Address:	CONTACT- Madelyn Willaert- 651-213-5216 Madelyn.Willaert@chisagocountymn.gov 6133 402nd St, North Branch, MN 55056
Speaker Name:	Thom Mayer, MD
Event:	Community Leadership Conference
Event Date:	May 21, 2024
Time & Length:	keynote
City & Location:	Wyoming, MN
A/V requirements:	wireless lapel mic, screen, projector with remote control, bottle of water
Video Taping:	Yes- program can recorded for internal archival purposes and used for 6 months
Attire for Event:	Business casual
Speaker Topic:	Leadership ois Worthless...But Leading is Priceless
Audience Profile:	leaders from the community
Audience Size:	TBD
Honorarium:	$15,000 inclusive of travel expenses
Expenses:	N/A
Payment:	Signed Contract and Deposit of $7,500 is due on March 06, 2024 Balance of $7,500 is due on May 07, 2024. Please make all payments payable to Executive Speakers Bureau

Terms & Conditions

Payment Terms

The payment terms as set out in this Agreement shall be strictly adhered to by the Client. The timing of payments is of the essence. In the event that any payment is not received by the due date, such non-payment constitutes a material breach of this Agreement by the Client. Any amount not paid within two weeks of the above-mentioned due dates will accrue a finance charge of 1 ½% per month.

In the event that the Client fails to provide any of the items promised herein, fails to make timely payments as provided herein, and/or breaches any of the other conditions set forth in this Agreement, Executive Speakers Bureau shall notify the Speaker that he/she shall have no obligation to perform the Engagement described herein and Executive Speakers Bureau may immediately enforce any and all remedies available to it under the law.

Speaker must be paid in full prior to departing for the event.

The Speaker will make every effort to forward any expenses to Executive Speakers Bureau within 20 days of the speaking engagement. All charges other than for fee, including expenses for the Speaker, will be billed additionally (unless otherwise stated). Expenses may include, but are not limited to, other ground transportation charges and expenditures, local lodging, meals, and any other expenses related to the Speaker's program (unless otherwise noted). Executive Speakers Bureau will send an invoice to Client, payable upon receipt.

Virtual Events

If the event specified in this Agreement is to be conducted online, or through any means other than an in-person presentation by Speaker, or if the event is initially planned as an in-person presentation and subsequently converted to online form, the terms of this Agreement shall be supplemented by the terms in this paragraph. Client agrees to provide a reliable technology platform suitable for both audience and Speaker use, and to ensure there are no delays, delivery failures, viruses, hacker intrusions or other damage resulting from use of the platform. Client shall be responsible for training Speaker on the use of the platform, and for any testing of the platform required. If an unrecoverable platform or connectivity failure occurs, either prior to or during the Speaker's presentation, Executive Speakers Bureau and Client will make reasonable efforts to reschedule the event, subject to Speaker availability and terms. Client agrees to comply with all laws and regulations governing personal privacy and personal data protection while preparing or using the technology platform.

Taxes

The Client shall be responsible for and pay any and all applicable federal, state, and local rental, amusement, sales or other such taxes, specifically excluding income taxes, and fees to obtain all necessary licenses and insurance, related to this Agreement. If the Speaker's fee is subject to a non-resident withholding tax it is agreed that Client will pay the necessary tax directly to the relevant tax authority and will provide Speaker via Executive Speakers Bureau with the necessary documentation confirming payment of the tax for the Speaker's personal tax filings.

Cancellation Policy

In the unlikely event of a cancellation by the Client the following standard policy will be recognized and upheld by the Client allowing Executive Speakers Bureau and the selected Speaker to cover any overhead charges and compensation for any financial loss.

The standard policy is as follows:

- If canceled by Client 91 or more days prior to engagement, the retainer is forfeited.
- If canceled by Client within 90 days of engagement, 100% of the fee is due.

All cancellations must be made in writing to Executive Speakers Bureau and payment must be made within a ten-day period after canceling.

If, due to illness, act of God etc., Speaker must cancel the engagement, a replacement Speaker of

equal caliber will be supplied by Executive Speakers Bureau that will be agreed upon by the Client or any monies paid to Executive Speakers Bureau will be refunded to the Client. In the event of a cancellation by the Speaker, Executive Speakers Bureau will not have any liability for expenses losses, or consequential damages incurred by Client. Client understands that the fees for a replacement Speaker may be higher or lower than for the Speaker specified in Section One of this Agreement and that a new Agreement will be necessary to bind replacement Speaker.

Event Facility
Client agrees to provide a well-heated or air-conditioned venue, as appropriate for the time of year. Client also agrees to provide a well-lit venue, in good condition, together with all necessary stage accessories and needs including microphones, AV equipment, and an amplification system in proper working condition.

Force Majeure
Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either Party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Parties for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other Parties of such force majeure condition. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement until as soon as practicable after a force majeure condition ceases to exist.

Dispute Resolution
The payment terms of this Agreement, as listed on page 1, are of the essence to this Agreement. The failure to pay according to this schedule is considered a material breach of the Agreement, and an acceptance of the fee by Executive Speakers Bureau after this date is not to be considered a waiver. Any conflict or dispute of this Agreement shall be adjudicated by binding arbitration by a single arbitrator in accordance with the Rules for Commercial Arbitration of the American Arbitration Association at the location of Memphis, Tennessee. The arbitrator, to be selected by Executive Speakers Bureau, shall have the power to award damages, costs and attorneys' fees in his/her discretion and subject to the principles of equity. The Client agrees to reimburse Executive Speakers Bureau for any expenses incurred collecting any and/or all of the payments due under this Agreement. This Agreement is to be construed under Tennessee Law, and the Parties submit to the jurisdiction of Shelby County, Tenn.

Indemnification
Each Party shall indemnify, release, defend and hold harmless the other Party, its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third party claim, action, or proceeding, based directly or indirectly on any breach of its warranties contained herein or arising from or relating to its performance under this Agreement.

Recording
NOTE: NO VIDEO TAPING OR RECORDING MAY BE DONE OF THE SPEAKER'S PRESENTATION WITHOUT PRIOR CONSENT OF SPEAKER AND WRITTEN PERMISSION FROM EXECUTIVE SPEAKERS BUREAU.
Should you wish to audio or videotape this event an audio/video release form will be sent for you to complete. The video release form will then be presented to the Speaker for their review. No lecture, appearance, or performance "program" is to be broadcast, recorded, videotaped, webcast or otherwise reproduced without written permission. If permission is given, a copy of any broadcast, recording, videotape, webcast or other reproduction must be sent to Executive Speakers Bureau within two weeks of the event. Executive Speakers Bureau and the Speaker reserve all copyrights

for the program and any broadcast, recording, videotape, webcast, reproduction or rebroadcast. The program remains the intellectual property of the Speaker. The Speaker and/or Executive Speakers Bureau reserve the right to videotape the program if they so choose.

Confidentiality
The Parties of this Agreement agree that neither Party shall publicly divulge or announce, or in any manner disclose, to any third party, any of the specific terms and conditions of this Agreement, including financial terms or proprietary company information that may have been disclosed during the preparation for the event and or during the event. Both Parties warrant and covenant to one another that their officers, directors, employees or agents will also hold such information confidential.

Promotion
This event may not be publicized until the Agreement is signed and returned along with the deposit.

All advertisements and publicity whether for print, broadcast, on-line or otherwise, shall be subject to immediate review and written approval.

Speaker's name or likeness may not be used as an endorsement of any product or service in connection with any commercial tie-up without prior written permission from Executive Speakers Bureau or the Speaker.

No additional activities shall be planned by the Client nor expected of the Speaker unless expressly contained as part of the terms of this Agreement. The fee is understood to be for the speaking engagement only. Any material change in the nature of thisAgreement shall constitute a breach of this Agreement unless agreed to in writing by the Parties hereto.

We ask that any additional bookings of this Speaker resulting from this engagement be re-directed through Executive Speakers Bureau.

The person signing this Agreement for the Client warrants that he/she is signing as a duly authorized representative of the Client. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which when taken together will constitute one in the same instrument. This instrument sets forth the entire Agreement between the Parties and shall not become effective until copies of the Agreement are executed by all Parties. This Agreement may not be altered, changed, modified or waived in whole or in part except by an Agreement in writing signed or initialed by the Parties. An executed facsimile copy or photocopy of this Agreement shall be deemed an original.

The undersigned Parties understand and agree to all terms and conditions stated above. Thank you for allowing us the privilege of working with you!

Agreed to by Chisago County Public Health:

Client eSign:

Executive Speakers Bureau:

Agent eSign:

Section 1.

A.	CLIENT:	Chisago County Offices 313 N Main Street, Center City, MN 55012 651-257-1300 Chisago County Public Health 6133 402nd St, North Branch, MN 55056
B.	Primary Contact Client:	Madelyn Willaert, Planner/Accreditation Coordinator Madelyn.willaert@chisagocountymn.gov p: 651-213-5216
C.	Primary Contact Talent:	Deanna Clarance, Chief Experience Architect deanna@AdamMarkel.com +1.508.308.0510
D.	TALENT:	Adam Markel
E.	Performance Fee:	$17,500 USD, inclusive of travel
F.	Date of Appearance:	May 20, 2024
G.	Event Timetable:	Timeline: • 12:45 - 1:45 pm CT: ~ 60-minute Resilience Keynote for community and Chisago (~500 in total). • 15 minute Break. • 2:00 - 3:00 pm CT: Breakout Session Workshop. Community and staff will chose from multiple breakout session options (~100-200 per breakout). • Any additions or revisions to the timetable must be requested and approved in writing by Adam Markel or his representative above.
H.	Speech Title:	TBD - Working title: Change Proof, Leveraging the Power of Resilience
I.	Meeting Description:	Workforce development resiliency and recovery workshop
J.	Audience Description:	~500 attendees, consisting of Community Members and ~100-200 Chisago County Staff. Largest county audience will be from schools, health care (including EMS) and corrections.
K.	Required Attire:	Brand Attire (Talking Tee Shirt and Jacket).
L.	Event Location/Phone:	Maranatha Assembly of God: Wyoming, MN/651-464-3131
M.	Accommodations/Phone:	Madelyn Willaert/651-213-5216
N.	Deposit Amount:	$8,750 USD (50% of total fees)

O.	Deposit Payable By:	Due upon contract execution. Payments made to More Love Media, Inc.
P.	Balance Amount:	$8,750 USD
Q.	Balance Payable By:	May 24, 2024. Payments made to More Love Media, Inc.
R.	Expense Description:	• Engagement fee is inclusive of travel and accommodations. CLIENT will arrange for and cover the cost of roundtrip local ground transportation and local meals. • Any expense reimbursement is due within 5-7 business days of receipt of invoice.
S.	A/V Requirements:	• See Engagement Specifics for details. • CLIENT agrees to provide the room/furniture/equipment setup and layout conducive to a highly interactive and comfortable keynote presentation and Workshop.
T.	TALENT Arrival:	TALENT is targeting to arrive May 19, 2024. Hotel accommodations are to be within venue location or as close as possible.
U.	Recording & Materials:	Any materials provided (presentation/handouts etc.) photographs, video recording, audio recording, or live broadcast/ streaming, rebroadcast, or similar transmission of the TALENT and TALENT's portion of the event is to be used solely for internal training purposes and only for a specified period and cannot be used without the express written consent of TALENT. CLIENT ACCEPTS FULL RESPONSIBILITY TO ENSURE THAT THESE REQUIREMENTS ARE MET AND UNDERSTANDS THAT UNAPPROVED RECORDING OF TALENT OR UNAPPROVED DISTRIBUTION OF SUCH AND MATERIALS MAY RESULT IN IRREPARABLE DAMAGE TO TALENT AND TO MORE LOVE MEDIA, INC.
V.	TALENT Requests:	• If recording, CLIENT agrees to supply TALENT with a quality audio /video recording of the TALENT's participation in this event for use in TALENT's portfolio. • If travel or full participation in event requires TALENT to depart the day following the event, CLIENT will cover the associated hotel and meal expenses, if applicable. • CLIENT agrees to provide a video or written testimonial to TALENT within 5-7 days of the event. TALENT has the right to publicize the testimonial and the proper name of the organization and person providing the testimonial. • Please refer to Engagement Specifics for additional requests/requirements.
W.	Publicity:	The CLIENT may not publicize the TALENT's inclusion in this event until this agreement is signed and returned along with the required payment and MORE LOVE MEDIA, INC. returns a counter-signed copy.
X.	Other Terms Specific to CLIENT:	• CLIENT agrees to purchase XX hard copies of Change Proof. • CLIENT agrees to scheduling and participating in a debrief call post-event. We are grateful for your time - we view these as essential to our growth and the integration of the material for your organization.

Terms & Conditions

Section 2. CLIENT agrees to maintain absolute confidentiality of all the terms, conditions, and arrangements contained herein and/or associated with the appearance by TALENT. Breach of confidentiality either before, during or after the engagement(s) could nullify the agreement and CLIENT may be subjected to honoring full engagement fees, if applicable.

Section 3. In the event that CLIENT fails or refuses to provide any of the items herein stated, or fails or refuses to make any of the payments as provided in Section One (1) of this agreement, or fails to proceed with the engagement, TALENT shall have no obligation to perform under the terms of this agreement.

Section 4. The deposit specified in Section One (1) is non-refundable. CLIENT agrees to forfeit the deposit in its entirety in the event of breach or cancellation of this contract by CLIENT up to 90 days prior to the scheduled event.

Section 5. In the event of breach or cancellation of this contract by CLIENT within 90 days of the scheduled event, the entire fee shall be due and payable immediately to MORE LOVE MEDIA, INC. CLIENT shall be responsible for the costs and expenses, including reasonable attorneys' fees and disbursements, incurred by MORE LOVE MEDIA, INC. in collecting any amounts due hereunder.

Section 6. In the event that TALENT is unavoidably delayed, but arrives and presents his/her program in full as directed by CLIENT, the engagement will be considered to have been completed as agreed, and all fees, honorariums, and other charges shall be due in full unless otherwise agreed, in writing, by MORE LOVE MEDIA, INC.

Section 7. In the event that TALENT'S transportation is cancelled by the carrier (airline, train, car service) and must be rebooked to arrive in time for the Event, CLIENT agrees to reimburse TALENT for any additional travel expenses that are incurred in excess of the amount of any existing Travel Buyout or agreed upon expense amount.

Section 8. In the event of cancellation by TALENT and MORE LOVE MEDIA, INC. cannot arrange comparable TALENT that is acceptable to CLIENT, MORE LOVE MEDIA, INC. agrees to refund to CLIENT any advances or deposits paid by CLIENT.. CLIENT agrees this shall be CLIENT's sole remedy and agrees not to pursue any legal action against MORE LOVE MEDIA, INC.

Section 9. In the case that any or all of the events are cancelled due to COVID issues, CLIENT and TALENT agree that the events shall be rescheduled in person or conducted virtually, which decision shall be made by CLIENT. Any payments previously made shall be retained by TALENT pending delivery of the programs at such later date as will be mutually agreed upon between the parties.

Section 10. Force Majeure: Notwithstanding any other provision of this agreement, in the event that the performance of any obligation under this agreement by any party to this agreement (CLIENT, TALENT, or MORE LOVE MEDIA, INC.) is prevented due to acts of God, any government restriction, wars, hostilities, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of any party, then such party shall not be responsible to the other parties for failure or delay in performance of its obligations under this agreement. The terms of this clause shall not exempt, but merely suspend, any party from its duty to perform the obligations under this agreement as soon as practicable after a force majeure condition ceases to exist.

Section 11. CLIENT agrees to hold TALENT and MORE LOVE MEDIA, INC., its directors, officers, employees, independent contractors, and agents harmless and indemnify MORE LOVE MEDIA, INC. with respect to any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses arising out of or resulting from CLIENT's negligence or misconduct pursuant to the performance of its obligations under this agreement. MORE LOVE MEDIA, INC. agrees to defend, indemnify, and hold harmless CLIENT from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from TALENT's and MORE LOVE MEDIA, INC.'s negligence or misconduct in connection with the performance of its obligations under this agreement. IN NO EVENT SHALL THE TOTAL LIABILITY OF TALENT AND MORE LOVE MEDIA, INC. UNDER ALL CLAIMS RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES THERETOFORE PAID UNDER THIS AGREEMENT BY CLIENT.

Section 12. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association in San Diego, CA and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to reasonable attorney's fees and costs and any other justifiable costs and fees.

Section 13. CLIENT agrees to pay any and all state and local taxes or fees, specifically excluding income taxes, related to this agreement. If CLIENT is required to withhold state income tax on behalf of the TALENT, that amount shall be added to the total fee, resulting in the total gross fee paid to MORE LOVE MEDIA, INC. the same amount as agreed to within this agreement.

Section 14. The parties are independent contractors and neither is an employee of the other. Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries, which may be compensable under any workers' compensation laws.

Section 15. Neither party may assign this Agreement without the written consent of the other.

Section 16. All notices or requests given by one party to the other related to this Agreement must be in writing. Notices given to either party must go to the following person and location indicated in Section One (1) herein. Notices are deemed to have been properly given when (i) delivered by registered or certified U.S. mail, return receipt requested (ii) by a nationally recognized overnight courier service or by (iii) facsimile transmission to the facsimile number listed above, provided that an original counterpart is sent by one of the two other delivery methods described in this section.

Section 17. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement, and each provision shall be enforced to the maximum extent permitted by applicable law.

Section 18. This constitutes the sole, complete, and binding agreement between CLIENT and MORE LOVE MEDIA, INC.. This agreement may not be changed, modified, or altered except by an instrument in writing signed by the parties. It shall become effective when signed below by CLIENT and MORE LOVE MEDIA, INC. or in counterpart, and photocopy, facsimile, electronic, or other copies shall have the same effect for all purposes as a signed original.

By signing this agreement, the CLIENT agrees to the terms in Section One (1) above and to the additional terms set forth in the Terms and Conditions incorporated and made a part of this agreement. The representative of the CLIENT, in signing this agreement, warrants that he/she signs as a duly authorized representative of the CLIENT.

Accepted by MORE LOVE MEDIA, INC.	**Accepted by CLIENT**
Name:	**Name:**
Title:	**Title:**
Signature:	**Signature:**
Date:	**Date:**

Gaelin Speaks LLC Speaker Agreement

Client/Organizer Information
Contact Person: Madelyn Willaert
Title:_____
Organization: _____
Phone:_____
Email: _____
Number of Presentations: 1 - keynote
Date of Presentation(s): 05/20/24
Location of Presentation(s): Chicago County, MN

The client/organizer agrees to pay the following fees and expenses:

The fee for the presentation(s) is: $ 5500
A non-refundable 50% deposit (of the total fee) of $ 2750 is due immediately upon signing to secure the engagement date. If the client/organizer cancels the event within 45 days or less (without immediately rescheduling) the entire fee will be due as a complete settlement. Should Gaelin Elmore miss the engagement due to illness or emergency, the client will be reimbursed in full.

The remaining balance of $ 2750 is to be handed to Gaelin Elmore on engagement day (prior to the presentation). In an event that the agreed-upon presentations are rescheduled and cannot be completed at the times originated, this contract is still binding, and the deposit is still non-refundable. However, if rescheduled dates are not in conflict with other contractually binding agreements by Gaelin Elmore, the deposit will carry over to the new dates, and the fee remains the same. Otherwise, an agreed-upon settlement will conclude the contractual agreement.

	Client	Speaker	Client	Speaker	Client	Speaker
Travel Expenses: Flight		✔	Hotel	✔	Rental Car	✔

AV Requirements: Visual Aid
Equipment and Supplies: Lapel mic

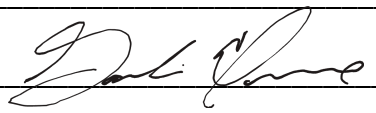
Other Permissions: The client/organizer grants permission to Gaelin Elmore to have a camera person(s) take pictures and/or record his performance if he chooses unless specifically requested otherwise. Then, the client/organizer grants permission to Gaelin Elmore to use said photos and/or videos for promotional use in print and/or internet-based media. Additionally, if the client/organizer is choosing to have photos/videos of the event taken themselves, client/organizer grants Gaelin Elmore access to obtain and utilize the photos/videos taken by the client/organizer for his own business purposes. Finally, any recorded talks/workshops of Gaelin Elmore's content, message, story, etc., are only available to be accessed for up to 60

days following the event unless otherwise specified and agreed upon. Failing to do so may result in additional fines.

Other:

This agreement shall be construed and governed by the laws of the state of Minnesota even if signed by a client in a different state. Our signature on this agreement indicates full compliance with the requests and the promises above, and complete understanding of the services to be provided.

Signature of Client _____ Date

Signature of Speaker  Date

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **25**
Title of Item for Consideration: Call for Public Hearing – Use of Cannabis and Cannabis Derived Products in Public Place Ordinance	
Action Requested by: Chase Burnham, County Administrator	***Department:*** County Administration
Previous Action on this Matter: None.	

Background: During the 2023 Legislative Session, the MN legislature passed the adult-use cannabis bill. Under that bill, the adult use, possession, and personal growing of cannabis became legal August 1, 2023.

The proposed ordinance will be considered at a meeting of the Chisago County Board of Commissioners, in the Boardroom at the Chisago County Government Services Center, at 313 N. Main St. Center City, Minnesota, on March 20, 2024, at 7:00 p.m. following a public hearing.

The purpose of the proposed ordinance is for protecting public health and safety by regulating and prohibiting the use of cannabis and cannabis derived products in public places and places of public accommodation within Chisago County.

***Attachment(s)*:**

- Draft Use of Cannabis and Cannabis Derived Products in Public Places Ordinance

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners call for a public hearing on the Use of Cannabis and Cannabis Derived Products in Public Places in Chisago County on March 20, 2024 at 7 p.m. The following motion is suggested:

"move to call for a public hearing on the Chisago County Use of Cannabis and Cannabis Derived Products in Public Places on March 20, 2024 at 7 p.m."

Implications of Action: The purpose of the proposed ordinance is for protecting public health and safety by regulating and prohibiting the use of cannabis and cannabis derived products in public places and places of public accommodation within Chisago County.

Budget/Financial Implications: None directly.

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 _____

COUNTY OF CHISAGO

COUNTY ADMINISTRATOR

Chisago County Government Center
313 North Main Street Room 170
Center City, MN 55012-9663
Phone: 651-213-8830 Fax: 651-213-8876

CHISAGO COUNTY
BOARD OF COMMISSIONERS
NOTICE OF PUBLIC HEARING
ORDINANCE REGULATING THE USE OF CANNABIS AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES

NOTICE IS HEREBY GIVEN pursuant to the provisions of Minnesota Statutes 375.51 Subdivision 2, that the Chisago County Board of Commissioners intends to adopt the "Ordinance Regulating the use of Cannabis and Cannabis derived products in Public Places". The proposed ordinance will be considered at a meeting of the Chisago County Board of Commissioners, in the Boardroom at the Chisago County Government Services Center, at 313 N. Main St. Center City, Minnesota, on March 20, 2024, at 7:00 p.m.

The purpose of the proposed ordinance is for protecting public health and safety by regulating and prohibiting the use of cannabis and cannabis derived products in public places and places of public accommodation within Chisago County.

All persons interested may appear and be heard at the time and place as set forth above or may file written comments with the Clerk of County Board prior to the date of hearing at the County Administration Office at 651-213-8877.

By Order of the
Chisago County
Board of Commissioners

COUNTY OF CHISAGO
STATE OF MINNESOTA

ORDINANCE No.: _____

ORDINANCE REGULATING THE USE OF CANNABIS AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES

SECTION 1. PURPOSE, INTENT AND STATUTORY AUTHORITY

(A) Statement of Purpose and Intent.

This Ordinance is adopted by the Chisago County Commissioners for the purpose of protecting public health and safety by regulating the use of Cannabis and cannabis derived products in public places and places of public accommodation within Chisago County.

By enacting 2023 Session Law, Chapter 63, H. F. No. 100 [hereinafter referred to "State Legislation"], the Minnesota Legislature passed the adult-use cannabis bill. Under that bill, the adult use, possession and personal growing of cannabis became legal on August 1, 2023.

State legislation authorizes adoption of a local ordinance establishing a petty misdemeanor offense for public use of cannabis. See State Legislation Article 4, Sec. 19, Minn. Stat. 152.0263, Subd. 5, or successor statute.

Chisago County (hereinafter "the County") recognizes the risks that unintended access and use of cannabis products and exposure to cannabis and its effects present to the health, welfare, and safety of youth and the general public in Chisago County.

State legislation authorizes adoption of ordinances to regulate actual or potential threats to the public health. See Minn. Stat. 145A.05, subds. 1 and 7. The County wishes to be proactive in protecting public health and safety by enacting regulations that will mitigate threats presented to the public and public health by the public use of cannabis.

(B) Statutory Authority.

This Ordinance is enacted pursuant to 2023 Session Law, Chapter 63, H. F. No. 100 [hereinafter referred to "State Legislation"]; State Legislation Article 1, Sec. 1 Minn. Stat. 342.01; State Legislation Article 1, Sec. 9 Minn. Stat. 342.09 Subd. 1(b) or successor statute; State Legislation
Sec. 9 Minn. Stat. 342.09, Subd. 1 (b)(9) or successor statute; State Legislation Minn. Stat. 342.09 Subd.1(a)(7) or successor statute; and State Legislation Article 4, Sec. 19 Minn. Stat. 152.0263, Subd. 5, or successor statute; and Minn. Stat. 145A.05.

SECTION 2. DEFINITIONS

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meanings ascribed to them except where the context clearly indicates a different meaning.

(A) *Adult-use cannabis flower*. "Adult-use cannabis flower" means cannabis flower that is approved for sale by the office or is substantially similar to a product approved by the office. Adult-use cannabis flower does not include medical cannabis flower, hemp plant parts, or hemp derived consumer products.

(B) *Adult-use cannabis products*. "Adult-use cannabis products" means a cannabis product that is approved for sale by the office or is substantially similar to a product approved by the office. Adult-use cannabis product includes edible cannabis products but does not include medical cannabinoid products or lower-potency hemp edibles.

(C) *Cannabis flower*. "Cannabis flower" means the harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed, hemp plant parts, or hemp-derived consumer products.

(D) *Cannabis plant*. "Cannabis plant" means all parts of the plant of the genus Cannabis that is growing or has not been harvested and has a delta-9 tetrahydrocannabinol concentration of more than 0.3 percent on a dry weight basis.

(E) *Cannabis product.* "Cannabis product" means any of the following:

(1) cannabis concentrate;

(2) a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants or cannabis flower; or

(3) any other product that contains cannabis concentrate.

(F) *Hemp derived consumer products.*

(1) "Hemp derived consumer products" means a product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and:

(i) contains or consists of hemp plant parts; or

(ii) contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients.

(2) Hemp-derived consumer products does not include artificially derived cannabinoids, lower-potency hemp edibles, hemp-derived topical products, hemp fiber products, or hemp grain.

(G)*Lower-potency hemp edible.* A "lower-potency hemp edible" means any product that:

(1) is intended to be eaten or consumed as a beverage by humans;

(2) contains hemp concentrate or an artificially derived cannabinoid; in combination with food ingredients;

(3) is not a drug;

(4) consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabidiol, 25 milligrams of cannabigerol, or any combination of those cannabinoids that does not exceed the identified amounts;

(5) does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving;

(6) does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol;

(7) does not contain a cannabinoid derived from cannabis plants or cannabis flower; and

(8) is a type of product approved for sale by the office or is substantially similar to a product approved by the office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.

(H) *Public place.* A "public place," means a public park or trail, public street or sidewalk, any enclosed, indoor area used by the general public, including, but not limited to, theaters, restaurants, bars, food establishments, places licensed to sell intoxicating liquor, wine, or malt beverages, retail businesses, gyms, common areas in buildings, public shopping areas, auditoriums, arenas, or other places of public accommodation.

(I) *Place of public accommodation.* "Place of public accommodation" means a business, refreshment, entertainment, recreation, or transportation facility of any kind, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public."

(J) *Exceptions to public place or place of public accommodation.* "A public place" or "a place of public accommodation" does not include the following:

1. a private residence, including the individual's curtilage or yard.

2. a private property, not generally accessible by the public, unless the individual is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or

3. on the premises of an establishment or event licensed to permit on-site consumption.

(K)*Smoking.* "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products. Smoking includes carrying or using an activated electronic delivery device for human consumption through inhalation of aerosol or vapor from the product.

SECTION 3. JURISDICTION

This Ordinance shall be applicable within the legal boundaries of Chisago County.

SECTION 4. PROHIBITED ACTS

(A) No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use cannabis flower and adult use cannabis products. See State Legislation Article 4, Sec. 19 codified as Minn. Stat. 152.0263, Subd. 5, or successor statute.

(B) No person shall vaporize or smoke cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products in any location where the smoke, aerosol, or vapor would be inhaled by a minor. See State Legislation Article 1, Sec. 9 codified as Minn. Stat. 342.09, Subd. 1 (b)(9) or successor statute.

SECTION 5. PENALTY

(A) *Criminal Penalty.* A violation of this ordinance shall be a petty misdemeanor having a fine payable up to $300. Nothing in this ordinance prohibits the County from seeking prosecution for an alleged violation.

SECTION 6. SEVERABILITY

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

SECTION 7. EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publications as required by law.

ADOPTED by the Chisago County Board of Commissioners this_____day of _____, 2024.

_____
Marlys Dunne
Chair, Chisago County Board of Commissioners

ATTEST:

_____
Chase Burnham
Chisago County Administrator

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** **26**
Title of Item for Consideration: Public Hearing – 2024 Fee Schedule – Changes in Recorder Fees	
Action Requested by: Karen Long, County Recorder	***Department:*** Recorder's Office

Previous Action on this Matter: Every year, the Chisago County Board of Commissioners is asked to establish the County's Fee Schedule. The County approved the 2024 Fee Schedule on January 2nd, 2024.

At the February 7th Board of Commissioners, the Board set a public hearing for 7:00 p.m. at the February 21st Board meeting.

Background: Due to technology changes within the Recorder's Office, the current 2024 Chisago County Fee Schedule, which includes fees for services provided by the County offices, departments, courts, and employees and is pursuant to Minnesota Statutes (MN 373.41), needs to be changed.

Attachment:

- Public Hearing Notice – February 21st, 2024
- 2024 Chisago County Fee Schedule – Recorder Changes
- *Current* 2024 Chisago County Fee Schedule
- Landshark Fee Change Letter

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the 2024 Fee Schedule – Recorder Fees. The following motion is suggested:

"Move to approve the 2024 Fee Schedule – Recorder Fees."

Implications of Action: By approving 2024 Fee Schedule – Changes in Recorder Fees, the County can change the previously approved 2024 County Fee Schedule.

Budget/Financial Implications: None.

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

Administrator's Recommendation

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

Action on Motion:	Aye _____	Nay _____	Abstain _____

COUNTY OF CHISAGO

COUNTY ADMINISTRATOR

Chisago County Government Center
313 North Main Street Room 170
Center City, MN 55012-9663
Phone: 651-213-8830 Fax: 651-213-8876

CHISAGO COUNTY
BOARD OF COMMISSIONERS
NOTICE OF PUBLIC HEARING
CHISAGO COUNTY RECORDER FEE SCHEDULE CHANGES

The Chisago County Board of Commissioners will conduct a public hearing at 7:00 pm on Wednesday, February 21, 2024 in the County Boardroom of the Chisago County Government Center, located at 313 North Main Street, in the City of Center City, MN for purpose of receiving written or oral comments on the on the Chisago County Recorder's Office Fee Schedule.

All persons interested may appear and be heard at the time and place as set forth above or may file written comments with the Clerk of County Board prior to the date of hearing at the County Administration Office at 651-213-8877.

By Order of the
Chisago County
Board of Commissioners

County Surveyor Fees	
Hardcopy Prints 22” x 34” or Digital Copy	
Subdivision Plats, CIC Plats and Registered Land Surveys	$10.00 per Plat
County Right-of-Way Plats	$5.00 per Page
Half Section Parcel Map	$10.00 per Half Section
Hardcopy Prints 22” x 34”	
Aerial Photo	$15.00 per Half Section
Overlay-Aerial Photo with Parcel Lines	$20.00 per Half Section
Overlay-Parcel Lines with Contours	$25.00 per Half Section
Overlay-Aerial Photo, Contours and Parcel Lines	$30.00 per Half Section
Overlay-Parcel Lines, Contours and Planimetric Features	$30.00 per Half Section
Hardcopy Prints 11” x 17” or Smaller	
Aerial Photo	$5.00
Overlay-Aerial Photo with Parcel Lines	$10.00
Overlay-Parcel Lines with Contours	$10.00
Overlay-Aerial Photo, Contours and Parcel Lines	$17.00
Overlay-Parcel Lines, Contours and Planimetric Features	$17.00
Data Pricing for Orthometric Photographs	
5000’ x 5000’ Tile	$200.00
Data Pricing in Digital Form	
1’ Contours, Planimetric Features and/or Orthometric Photos	$20.00 per Acre

RECORDER	**FEE**
Copy attested	$2.00 per document
Copy certified – Plat	$15.00
Copy certified	$10.00
Copy plain	$1.00 per page
Copy plain – plat	$10.00
Fax/mail/email fee	$5.00
General Torrens	$20.00 per additional certificate that a document is memorialized on
Land Records reports	$25.00
Lien-Hospital	$5.00
Notary filing	$20.00
Notary – verify/certify commission	$25.00
Ordination	$20.00 INCREASE TO $25
Birth certificate	$26.00

Birth certificate additional	$19.00
Birth certificate noncertified	$13.00
Birth verification	$9.00
Death certificate noncertified	$13.00
Death certificate amendment	$40.00
Death certificate	$13.00
Death certificate additional	$6.00
Marriage certificate certified	$9.00
Marriage license amendment	$25.00
Marriage license felony REMOVE	$25.00 REMOVE
Marriage no record found	$9.00
Marriage license fee	$115.00
Marriage license reduced fee	$40.00
Marriage license lost/destroyed	$25.00
Marriage certificate noncertified	$9.00
Marriage ceremony performed by Recorder	$50.00
Search	$20.00
Vital Record Report	$15.00
Abstract document recording	$46.00 plus $10 for each additional reference number over 4 on satisfactions
Abstract plat recording	$56.00
Torrens plat recording	$56.00 plus $40 for each additional certificate of title created and $20 for each additional certificate memorialized
Torrens document recording	$46.00 plus $40 for each additional certificate of title created and $20 for each additional certificate memorialized
Well certificate	$50.00
Condition of certificate REMOVE	$50.00 REMOVE
Release mobile home tax lien recording	$30.00
Release state tax lien recording	$30.00
Federal tax lien recording	$46.00
State tax lien recording	$0
Mobile home tax lien recording	$0
Military discharge recording	$0 for veteran
Refile federal tax lien	$46.00
Refile state tax lien	$0
Withdraw federal tax lien recording	$46.00
Withdraw state tax lien recording	$0
LandShark set up fee	$50.00
250 page monthly fee (until new LandShark is released)	$50.00 any pages not used at the end of the month are lost
500 page monthly fee (until new LandShark is released)	$100.00 any pages not used at the end of the month are lost

1,000 page monthly fee (until new LandShark is released)	$200.00 any pages not used at the end of the month are lost
1,500 page monthly fee (until new LandShark is released)	$300.00 any pages not used at the end of the month are lost
2,000 page monthly fee (until new LandShark is released)	$400.00 any pages not used at the end of the month are lost
50 addition pages at the end of the month (until new LandShark is released)	$10.00 any pages not used at the end of the month are lost
One time LandShark user fee	$5.00
Per page viewed and/or printed	25 cents
Credit card company charges additional fees for the use of a credit or debit card.	

New fees to be adopted once new LandShark is in use:

LandShark set up fee	$50
Monthly LandShark subscription fee per	$50
page viewed/printed fee- Escrow	.25/pg
LandShark one time use fee- access fee	$7
Per document viewed- One time use	$3

New fees to be adopted once ArchSearch is in use:

Daily (24 hour) use fee	$10
Weekly use fee	$30
Monthly use fee	$75
Year subscription	$300

COUNTY OF CHISAGO

KAREN M. LONG, COUNTY RECORDER/REGISTRAR OF TITLES

Chisago County Government Center
313 North Main Street, Room 270
Center City, MN 55012-9663
PHONE: 651-213-8580 RECORDER@CHISAGOCOUNTYMN.GOV

January 30, 2024

Please be advised that beginning March 1, 2024, online access via LandShark will require the below fees. This change coincides with our move to the new user interface for LandShark.

Monthly subscription rates: $50 (flat rate)
Image views: $.25/page viewed (no pages included in the flat rate)

Daily credit card usage rates: $7 access fee + $3/document viewed

Online access is available via: LandShark :: Log In (chisagocounty.us)

For information on the new LandShark interface, please see the following video:
https://www.youtube.com/watch?v=WYQDhXlfo9w

Our office is also available Monday-Friday from 8am-4:30pm for record access. Photocopies will be charged at $1/page.

There is nothing you need to do at this time, as this change will take place automatically. If you choose not to continue your subscription with the fee changes, please notify our office before February 28, 2024.

We appreciate your continued business and are happy to assist you if you have any questions about these changes.

Sincerely,

Karen Long

Karen Long, Chisago County Recorder/Registrar of Titles
karen.long@chisagocountymn.gov
651-213-8585

Chisago County Request for Board Action

Meeting Date: February 21, 2024	***Item Number:*** ***AMENDED***
Title of Item for Consideration: Application for Exempt Permit – East Central Friends of NRA	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration
Previous Action on this Matter: None.	

Background: The current application is from the East Central Friends of NRA, so that the applicants can conduct a lawful raffle on April 20, 2024. The East Central Friends of NRA is a non-profit organization.

Attachments:

- LG220 Application for Exempt Permit – East Central Friends of NRA
- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the East Central Friends of NRA's application to Conduct a raffle at their event on April 20, 2024. The recommended motion is as follows:

"Move to approve the East Central Friends of NRA's resolution to conduct a raffle at their event on April 20, 2024."

Implications of Action: Approving tonight's action would allow the East Central Friends of NRA 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: EAST Central FRIENDS OF NRA

Previous Gambling Permit Number: X-

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any: [redacted]

Mailing Address: 7478 Wellington Dr.

City: North Branch State: MN Zip: 55056 County: Chisago

Name of Chief Executive Officer (CEO): Dan Lemmerman

CEO Daytime Phone [redacted] Email: [redacted]
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☑ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 33155 Hemingway AVE. Stacy, MN 55079

Check one:

☐ City: Zip: County:

☐ Township: Lent Zip: 55079 County: Chisago

Date(s) of activity (for raffles, indicate the date of the drawing): 4/20/24

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

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

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

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

☐ The application is denied.

Print City Name: _____

Signature of City Personnel:

_____

Title: _____ Date: _____

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

COUNTY APPROVAL for a gambling premises located in a township

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

☐ The application is denied.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: 2-20-24
(Signature must be CEO's signature; designee may not sign)

Print Name: DAN LEMMERMAN

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

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

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status; and

____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

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

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

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

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 24/0221-XX
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE EAST CENTRAL FRIENDS OF NRA

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 Lent Town Hall located at 33155 Hemmingway Ave, Stacy MN 55079.

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

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

Approved: February 21, 2024

_____
Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

CORRESPONDENCE

Larkin Hoffman Cap Watch

Minnesota Update

Minnesota Legislature Kicks Off New Session

Today the Minnesota Legislature gavels in the 2024 legislative session with approximately 14 weeks to assemble a biennial capital investment proposal and address a number of outstanding policy issues. In early December, the Office of Minnesota Management and Budget (MMB) released the first of two budget forecasts in anticipation of the 2024 legislative session projecting a FY 24-25 surplus of $2.4 billion. Consumer spending and corporate profit growth contributed to an increased FY 24-25 tax revenue forecast as well as greater than expected consumer spending, investment, and employment. However, higher than expected spending on health and human services and education in the next biennium along with less than previously projected total tax revenues, are expected to create a structural deficit in FY 26-27. This will limit the amount of funds the 2024 legislature has for any capital investment and infrastructure bills, as well as outstanding bills that have fiscal implications.

Capital investment (or "bonding") and infrastructure bills are generally the focus of session the second year of the biennium. We are expecting to see a bonding bill, as the governor has already rolled out his proposal. With the potential budget issues in coming years, the legislature and governor will need to be careful about spending in all areas.

Senate DFL Picks New Leader

In early February, Majority Leader Dziedzic announced that she was stepping away from her leadership position to focus on her health after receiving a renewed cancer diagnosis. Senate Democrats met last week and elected Sen. Erin Murphy (DFL – St. Paul) as the new Senate Majority Leader. The election was not without controversy within the caucus and, with only a one vote majority, Sen. Murphy will have significant work to do to navigate this session with a unified caucus.

Early Priorities

The session is expected to move quickly this year. A few priority bills already have hearings scheduled, including a bill that would make changes to the School Resource Officer bill that was passed last year and has been problematic in the interim. A tax bill "fix" related to the omnibus tax bill that was passed last session is also scheduled for hearings in each chamber this week as well. Last year's tax bill mistakenly utilized an out-of-date amount for the standard deduction. If not addressed, this mistake could cost taxpayers $352 million over the next two years. The error won't affect 2023 filers but will impact filers in the coming two years.

Deadlines Have Been Announced

Legislative deadlines are below. Of note, the first and second deadlines have been combined in a way that historically has not been done. The legislature must complete its work by May 20, 2024.

- Friday, March 22 - Committees in both bodies must act favorably on bills that are not major appropriation or finance bills.

- Friday, April 19 - Committees in both bodies must act favorably on major appropriation and finance bills.

Important Dates to Remember

February 12, 2024	2024 Legislative Session Begins
March 22, 2024	First and Second Deadline
March 27, 2024 at 5pm	Easter Recess Begins
April 2, 2024 at 12pm	Easter Recess Ends
April 9, 2024 at 5pm	Eid Recess Begins
April 11, 2024 at 12pm	Eid Recess Ends
April 19, 2024	Third Deadline
April 22, 2024	Passover Recess Begins
April 24, 2024 at 12pm	Passover Recess Ends
May 20, 2024	Deadline to Adjourn Legislative Session

Quick Links to Contents		
Leadership & Overall	Transportation	Corrections & Public Safety
Taxes & Fiscal Policy	Health & Human Services	Environment
Bonding & Capital Investment	General Government & Other	

LEADERSHIP AND OVERALL

THANK YOU … Winona County!
For hosting the 2024 MICA Annual Legislative Forum, on February 1, in beautiful Winona, MN.

The 2024 legislative session will begin at Noon, February 12, 2024. The House and Senate will meet again on Thursday of the first week, anticipating early passage of adjustments to the 2023 omnibus tax bill and related school resource officers (SRO's.

The second year of the legislative biennium has historically focused on adoption of a bonding bill and modest biennial budget adjustments. Headed into 2024, the Governor and DFL legislative leaders have signaled that bonding will be a priority along with modifications to certain laws enacted in 2023. While there has been a near universal effort to temper expectations for 2024, in light of the November 2023 state budget forecast (see below), a myriad of policy initiatives and supplemental funding proposals have also been under consideration from sports betting to social policy issues and funding for childcare, mental health, housing, infrastructure, and more. Among the circumstances that will shape the session are:

- **Short session**: The session will be at least six weeks shorter than 2023 and perhaps even shorter. The state constitution still requires session to end by the first Monday after the third Saturday in May (May 20), and further limits the legislature to 120 days in each two-year cycle of which only 43 days remain after 2023. To help manage the timeline, early committee deadlines have been established.
- **Budget Constraints, Pending February Forecast**: The November Forecast reported a current biennial surplus of $2.4 billion but a significant structural imbalance in 2026 and 2027. The February Forecast will set the final numbers that guide decision-making, with all eyes likely to be on whether the planning outlook (structural balance) improves for 2026 and 2027.
- **Election Year**: While the Governor and Senators are serving four-year terms, all House seats are up for election in 2024. The DFL holds a slim 34-33 majority in the Senate, but with DFL Senator Kelly Morrison running for Congress in CD-3, the possibility of a special election to fill her vacant State Senate arises. Political considerations related to the upcoming elections are sure to play a role in legislative deliberations, including consideration of potential ballot measures and policy and other priorities not addressed in 2023.

Last week, the Senate DFL Caucus elected Erin Murphy (DFL-St. Paul) to be Majority Leader after Senator Kari Dziedzic (DFL-Minneapolis) stepped down from Majority Leader to focus on her fight against cancer. Senator

Murphy has served as Chair of Senate State and Local Government and Veterans Affairs; it is anticipated that a new chair will be named for that committee.

Key Session Dates

Deadlines

- **Friday, March 22**: The **First and Second Committee Deadlines** are combined this year. For non-funding/policy-only bills to remain alive as separate legislation, committees in both bodies must pass them from all required policy committees before this deadline.
- **Friday, April 19**: On or before the **Third Committee Deadline,** committees in both bodies must act favorably on major appropriation and finance bills for them to be moved forward this session.
- **Monday, May 20**: **Constitutional deadline for adjournment**.

Breaks

- Easter recess: **Wednesday March 27, beginning at 5:00 p.m, ending Tuesday, April 2, at noon.**
- Eid recess: (may change based on the lunar calendar and religious practice): **Tuesday, April 9, beginning at 5:00 p.m., ending Thursday, April 11, at noon.**
- Passover: **Monday, April 22 (all day), ending Wednesday April 24, at noon.**

Retirements

To date, 15 House members have already announced that they will not be running for reelection, including seven Democrats and eight Republicans. In addition, one Democrat is leaving to run for a a seat on the Hennepin County Board, and House District 27B is vacant after former Speaker and House Minority Leader Kurt Daudt resigned his seat effective February 11. Here is a link to a list of all legislative retirements announced to-date.

Selected Legislative Task Force Reports

2023 legislation created a spate of task forces charged with completing reports and making recommendations for the 2024 legislature to consider on a number of issues, including:

- Greenhouse Gas (GHG) Emissions Impact Mitigation Working Group and Report
- Traffic Safety Task Force and Report.
- Metropolitan Governance Task Force and Report
- Local Taxes Advisory Task Force and Report
- Infrastructure Resiliency Task Force and Report
- Priority Admissions Task Force and Report,

Pending Task Forces and Reports:

- Legislative Task Force on Child Protection
- Legislative Task Force on Aging
- Working Group on Youth Interventions (Report due February 15)
- Priority Admissions Task Force and Report
- Legislative Task Force on Emergency Medical Services (EMS)

Grant/Program Opportunities

The 2023 legislative session also created many grant funding opportunities for individuals and/or counties and other local governments that are now in the implementation phase. A partial list of these funding opportunities include:

- **Solar on Public Buildings, MN Department of Commerce informational webinar on February 22.**
- **State Competitiveness Fund, a** cost-share match program in support of eligible entities applying for eligible federal funding.
- Broadband Line Extension Connection Program, with the State Office of Broadband at DEED.
- The **Electric Vehicle (EV) Rebate Program** opened February 7, providing a limited pool of state funds for EV rebates awarded on a first come first serve basis.
- **LCCMR Request for Proposal:** The Legislative-Citizen Commission on Minnesota Resources (LCCMR) has opened the 2025 Request for Proposal (RFP); approximately $90 million is available through the RFP for projects beginning July 1, 2025. More details on the proposal and funding process can be found here. The deadline for submission closes March 27, 2024.
- **State Grant Funds for federal IIJA Discretionary Grant Technical Assistance have been available from MnDOT, with limited funds available.**
- **MnCIFA:** The Minnesota Climate Innovation Finance Authority (MnCIFA) is up and running. The bank is expected to be operational by mid-2024 and will pursue additional federal funds. MnCIFA was established to help fund energy and climate related projects such as weatherization and electrification. A **request for Information (RFI)** has issued to Inform the design of financial products and programs housed within MnCIFA.
- **Federal Direct Pay Tax Credits:** The pre-filing registration tool has been released by the IRS for taxpayers intending to receive a direct payment (also known as elective payment) or transfer of a clean energy credit established by the Inflation Reduction Act (IRA).

TAX & FISCAL POLICY

As the 2024 legislative session gets underway, House and Senate Tax Committees will initially focus on correcting certain drafting errors contained in the Chapter 64, the 2023 Omnibus Tax Bill. The House Tax Committee will meet on day one (Monday) to hear one of two bills anticipated to be passed early in session. The delete everything amendment (HF2757DE3) makes three changes:

- amends the state income tax standard deduction to rebase the tax year 2023 standard deduction amounts. The 2023 tax act inadvertently reduced the standard deduction for tax year 2023 to the amounts in effect in 2019.
- aligns the definition of Tribal Nation in the statewide local housing aid with the definition used in the Tribal Nation aid program. The change will allow any of the 11 federally recognized Tribes in Minnesota to apply for statewide local housing aid.
- amends the local sales tax authorization for Beltrami County to allow the tax to be approved by voters at an election held on November 7, 2023.

The Senate Tax Committee is then scheduled to meet on Wednesday, with the changes broadly anticipated to be enacted prior to the February forecast later this month. The current Senate language takes a different approach to addressing Beltrami local sales tax voter referendum date. The House Ways and Means Committee is also scheduled to meet on Wednesday, to expedite the tax corrections bill and adjustments to the school resource officer (SRO) law changes enacted in 2023.

Later in the week, the House Tax Committee and House Property Tax Divisions will provide an overview of the 2023 omnibus tax act. Also under consideration for 2024 are a variety of public pension changes. The joint commission will start by hearing an overview of the plans on the first day of session.

Beyond the early technical fix bill, the path and scope of a supplemental tax bill in 2024 is less clear. Because tax legislation is not required in the second year of the biennium, tax committee chairs have said they intend to pursue modest tax initiatives compared to the broad scope of the 2023 omnibus tax bill. Ultimately, the February Forecast projections could alter these initial intentions. Areas of focus for MICA include:

- **Tax Forfeited Properties**: In response to the U.S. Supreme Court decision that found portions of Minnesota's property tax forfeiture law to be unconstitutional, counties support legislation that protects legacy tax forfeit lands and provides full state funding for settlement of any retroactive claims.
- **CPA**: Protecting the significant actions taken in 2023 to provide an $80 million ongoing increase in county program aid (CPA) by also requiring the annual CPA appropriation to be adjusted for inflation.

A potential emerging issue relates to how exempt property tax status applies when a non-profit owns residential rental property and rents its property to low-income, private third parties. The issue arises from a recent State Tax Court decision and pending appeal regarding *Alliance Housing Incorporated and North Penn Supportive Housing LLC v Hennepin County*.

THIS WEEK - TAX & FISCAL POLICY

Monday, February 12

Legislative Commission on Pensions and Retirement (LCPR)
8:30 AM
Chair: Rep. Kaohly Vang Her
Location: 120 State Capitol
Agenda

- PERA, mostly Teacher Retirement Plan, presentations and testimony

House Taxes Committee
2:00 - 3:30 PM
Chair: Rep. Aisha Gomez
Location: In-person, State Office Building, Room 5

- H2757DE3 (Gomez-Authors Amendment).pdf
- 2757DE3 (Gomez) House Research Summary.pdf

Wednesday, February 14

House Committee on Ways and Means
5:00 PM
Chair: Rep. Liz Olson
Location: Room 200 State Office Building
Agenda:

- HF2757 (Gomez) 2023 Tax Bill Technical Corrections Bill (Pending Referral)
- HF3489 (Frazier) Modifying the grounds for use of reasonable force in schools and defining duties and training requirements for school resource officers, and appropriating money (pending referral).

Senate Committee on Taxes
8:30 AM
Chair: Sen. Ann H. Rest
Location: Room G-15 Capitol
Agenda:

- Discussion on Artificial Intelligence
- S.F. 2405 (Rest) Local government debt financing modification
    - scs2405a-4 (PDF)

Thursday, February 15, 2024
Senate Committee on Taxes
Chair: Sen. Ann H. Rest
8:30 a.m.
Location: Room G-15 Capitol
Agenda

- To be announced

BILL INTRODUCTIONS OF INTEREST

- H. F. 3460, (Rep. Nathan Coulter –DFL Bloomington), a bill requiring a study on property tax refund reforms.
- H. F. 3505 (Rep. Krista Knudsen, R-Wadena County), a bill to increase the exclusion amount for homesteads of veterans with a disability.
- H. F. 3523 (Rep. Greg Davids, R-Preston), a bill repealing the temporary moratorium on local governments pursuing local sales and use taxes.
- H. F. 3543 (Rep. Matt Norris, DFL-Blaine), a bill converting the additional property tax refund to a refundable income tax credit.
- H. F. 3548 (Rep. Andy Smith, DFL-Rochester), a bill creating a minimum city aid distribution.

The Office of State Auditor recently released its Annual Tax Increment Finance Report to the legislature.

BONDING AND CAPITAL INVESTMENT

Even-year legislative sessions have historically focused on bonding, although in some recent even years no bill has been enacted. For example, the largest ever $2.6 billion bonding bill passed in 2023 followed a 2022 session sans passage of bonding legislation.

Bonding is expected to be a focus for 2024. Adoption of a bill authorizing general obligation (GO) bonds requires a 3/5ths majority. General fund appropriations for capital expenditures can be adopted with a simple majority vote. Typically, a bonding bill includes a mix of general obligation and other bonds, and general fund appropriations for capital projects. Two key factors driving bonding bill deliberations this session will be whether there is bi-partisan support, and how much General Fund cash is allotted for capital projects. At the close of the 2023 session, there was an intent that over $800 million of general fund would be available for a bonding bill in 2024. While the November state budget forecast has dampened those expectations somewhat, a $2.4 billion positive balance is projected for the current biennium.

In January, Governor Walz recommended a total $982 million for capital investments, including $830 million in GO bonds and $28 million of general fund appropriations. That compares to requests of $7.6 billion, including $4.7 billion in state agency requests and $2.9 billion in requests from local units of government. Related to county priorities, the Governor's recommendations include:

- $40 million for high-priority bridges (*trunk highway bridges only*)
- NO money for the local bridge improvement program (*MICA recommends $200 million*),
- No money for the local road improvement program (*MICA recommends $250 million*),
- $2.5M bonding and $2.0M GF cash for local road wetland replacement program (*MICA recommends $15M in GO and $16.5M in GF cash*)
- $37 million for busway capital improvement,
- $2 million for local and regional parks and trails
- $40 million set-aside for local projects with no money specified for solid waste facilities (MICA recommended full funding for MPCA Capital Assistance for waste recovery projects).

In addition, the Governor proposes funds for flood hazard mitigation ($6 million), county and local historic preservation ($1 million), and library construction grants ($1 million).In announcing the recommendations, the limited scope was said to reflect both: (a) that the state's debt capacity guideline advises a maximum of $830 million in new GO Bonds, and (b) caution with regard to additional state General Fund spending in light of the November General Fund budget forecast.

BONDING AND CAPITAL INVESTMENT - THIS WEEK

Wednesday, February 14
1:00 PM
Chair: Rep. Fue Lee
Location: Basement Hearing Room, State Office Building
Agenda:

- Overview of Governor's 2024 bonding recommendations, MMB
- Debt Capacity Forecast, MMB
- 2024 Capital Projects Cancellation Report, MMB
- 2023 Asset Preservation Summary Report, Department of Administration

The Senate Capital Investment Committee has not yet posted a hearing for the 2024 session.

TRANSPORTATION

The House and Senate Transportation Committees will meet during session as follows:

House: Tuesday and Thursdays at 8:30 a.m., Room 120 Capitol.
Senate: Monday and Wednesday, 3-5 p.m., 1100 MSB.

The House and Senate Capital investment Committees will meet as follows:

House: Monday and Wednesday; 1 p.m., Room 120, Capitol.
Senate: Tuesday and Thursday, 3-5 p.m., 1100 MSB.

First and second committee deadlines will be March 22nd and the third committee deadline will be April 19th. In addition, weekly statewide engineer teleconference calls and county lobbyist meetings will begin.

Due to the illness of Senator Kari Dziedzic, DFL, Minneapolis, there was an election for a new Senate leader. The new Senate Majority Leader will be Senator Erin Murphy, DFL, St. Paul. Transportation Committee Chairs, Senator Scott Dibble, DFL, Minneapolis, and Representative Frank Hornstein, DFL, Minneapolis, remain.

The Transportation goal for the 2024 legislative session will be to build on the substantial progress of the 2023 session. The 2023 legislative session produced a record amount of new money for metro transit and greater Minnesota transit and roads and bridges statewide. Significant new money will be provided for statewide local roads and bridges through multiple sources of revenue, such as:

- Tab Fees, $280M
- Gas Tax Indexing, 150M
- Motor Vehicle Sales Tax, $40M
- New $0.50 retail delivery fee, $80M
- Auto Parts Sales Tax dedication, $150M
- Metro area sales tax, $550M

Specific money was earmarked for the counties (metro and greater Minnesota) along with cities. In addition, $216.4 million was provided to MNDOT for federal IIJA matching funds. Bonding and cash bills produced additional money for county roads and bridges, and bonding money ($12 million) for the Local Road Wetland Replacement Program.

The bonding bill produced the following significant results:

- LRIP - Undesignated: $78.954 Million
- Named Road Projects: $146.42 Million
  Total: **$225 Million**

- Local Bridge Undesignated: $67 Million
- Named Bridge Projects: $41.9 Million
  Total: **$108 Million**

- $1.1 billion in cash.

Transportation work is expected to get off to a fast start with the transportation committees processing full agendas. Continued progress in transportation funding will depend on a solid bonding bill. The MICA platform aims to secure $250 million for local roads, $200 million for local bridges, and $15 million in bonds with $16.5 million in cash for the Local Road Wetland Mitigation Program.

TRANSPORTATION - THIS WEEK

Wednesday, February 14, 2024 1:00 PM
Capital Investment
Location: Basement Hearing Room
Chair: Rep. Fue Lee

Agenda:
Overview of Governor's 2024 bonding recommendations, MMB
Debt Capacity Forecast, MMB
2024 Capital Projects Cancellation Report, MMB
2023 Asset Preservation Summary Report, Department of Administration

Wednesday, February 14, 2024 3:00 PM
Transportation
Location: Hybrid Hearing 1100 Minnesota Senate Bldg. and Livestream YouTube
Chair: Senator D. Scott Dibble
Agenda:
To be announced.

Thursday, February 15, 2024 8:30 AM
Transportation Finance and Policy
Location: Basement Hearing Room
Chair: Rep. Frank Hornstein
Agenda:
HF3436 (Tabke) Various policies modified, including but not limited to legislative routes, driving rules, small business contract preferences, nondivisible loads, and greater Minnesota transit programs; technical corrections made; and money appropriated.
HF2364 (Tabke) Petroleum products transporting requirements amended.
MnDOT Fund Forecast

HEALTH AND HUMAN SERVICES

HHS Priorities: MICA will be working on and monitoring a number of HHS priorities, including:

- Establishing an **MA Benefit for Children**

- **Streamlining MnCHOICES** long-term assessment process. Recommendations include:
  - Developing a shorter, less time-intensive process for reassessments if their situation is stable and unchanged. Clients must sign off for these assessment variations.
  - Increasing the timeline for establishing service eligibility to 365 days. Current statute provides for no more than 60-90 days.
  - Changing the timeline for the initial visit by a long-term consultation team from 20 calendar days to 20 business will help counties with staffing issues, while still being a reasonable timeline for serving clients.

- **Direct Care and Treatment/Priority Admissions Task Force:** Stearns County Commissioner Tarryl Clark and Blue Earth County Human Services Director of Business Operations Angie Youngerberg have been participating in the task force, co-chaired by DHS Commissioner Jody Harpstead and Attorney General Keith Ellison, which is expected to release its recommendations in the next few days. Other county representatives include Washington County Attorney Kevin Magnuson and Cass County Sheriff Bryan Welk.

- **Housing:** We are expecting to see a statewide housing bill to address workforce housing. In addition, MICA will continue to work on the "Metro Demo Project," which provides resources immediately to provide needed housing connected with services for single adults and families.

- **Emergency Medical Services:** We are hearing that legislation will be proposed to appropriate $120 million in emergency funding in 2024. In addition, a Task Force has been conducting "listening sessions" throughout the state. Their legislative recommendations, however, are not due to the Legislature until August 15, 2024.

- **Child Protection:** The Legislative Task Force on Child Protection, chaired by Senator Nicole Mitchell (DFL-Woodbury) and Representative Dave Pinto (DFL-St. Paul), has met several times during the interim. Other members include:
    - Senator Bobby Joe Champion (DFL-Minneapolis), Vice Chair
    - Senator John Hoffman (DFL-Champlin)
    - Senator Karin Housley (R-Stillwater)
    - Senator Michael Kreun (R-Blaine)
    - Senator Andrew Mathews (R-Princeton)
    - Representative Hodan Hassan (DFL-Minneapolis), Vice Chair
    - Representative Jessica Hanson (DFL-Burnsville)
    - Representative Krista Knudsen (R-Lake Shore)
    - Representative Ron Kresha (R-Little Falls)
    - Representative Patricia Mueller (R-Austin)

  The Task Force met on Friday, February 9, and reviewed several proposals, including a statewide child abuse hotline, new rules to reduce racial disparities among foster children and a wide-ranging review of how Minnesota spends its child protection money. Altogether, at least nine legislative proposals have emerged in recent weeks to address widespread failures in Minnesota's child protection system that were identified in a 2023 Star Tribune investigation.

  Assistant Majority Leader Mary Kunesh (DFL-New Brighton) feels the state should hire a consultant with "national expertise in transforming child welfare systems" to help overhaul Minnesota's system. The consultant would be required to submit a final report by March 25, 2025, at a projected cost of $250,000. Senator Kunesh indicated that a preliminary review shows that Minnesota failed to spend more than $55 million in federal money on services aimed at preventing abuse and neglect since the funds became available in 2018; only three other states are sitting on more unused funds.

  Task Force members reviewed a report from a national child welfare consulting firm that shows Minnesota's spending on child protection services is out of step with the rest of the nation, with counties spending just 2% of available federal funds on programs and services aimed at curbing abuse and neglect. On average, other states spend 40% of their funds on such services, according to the review by The Stephen Group of New Hampshire. The review also showed that Minnesota spends far too much on administrative costs and caseworker visits.

  Senate President Bobby Joe Champion (DFL-Minneapolis) told legislators that Minnesota needs to pass the African American Family Preservation Act to address practices that result in the disproportionate removal of Black children from their parents. Attorney Kelis Houston, who advocated on behalf of children as a guardian

ad litem for several years, told legislators that "institutional racism" is responsible for the fact that 26% of children in foster care are Black, even though those kids make up just 10% of the child protection population.

The Task Force members also discussed "weaknesses in the way counties investigate deaths linked to child abuse. Counties are supposed to file a child mortality report when a child dies from maltreatment or if the child dies from homicide, suicide, an accident or undetermined causes. The reports are supposed to help guide improvements to child protection. A Star Tribune survey of more than two dozen counties in 2023 showed that compliance is spotty. Some counties failed to conduct required reviews, while others take years to complete them."

- **Jail Health:** SF3509 (Mann; DFL-Edina) will be introduced on Monday. It would establish **MA coverage for prerelease care transition services to incarcerated individuals.** (Federal law prohibits the MA coverage of individuals who are incarcerated.) DHS has been working on this issue, which will require an 1115 Waiver; it is an effort to get inmates on MA before they are released to the community.

HEALTH AND HUMAN SERVICES – THIS WEEK

Monday, February 12, 2024 3:00 PM

Human Services
Location: Hybrid Hearing 1200 Minnesota Senate Bldg. and Remote
Chair: Senator John A. Hoffman
*Agenda items and documents may be added or removed.
Agenda:
I. Department of Human Services Budget Overview
Human_20240212_Agenda.pdf
II. Department of Human Services Update on the State of Nursing Facilities
III. Member Priorities Discussion

Wednesday, February 14, 2024 1:00 PM
Human Services Policy
Chair: Rep. Peter Fischer
Agenda:
Items may be added
- HF3495 (Fischer) Mental Health Policy Bill
a. Anni Simons, Mental Health Providers Association of Minnesota
b. Kirsten Anderson, Executive Director, AspireMN
c. Pahoua Yang, Vice President of Community Health and Wellness, Wilder Foundation
d. James Neas, Director of Compliance, Volunteers of America – MN & WI
- Department of Human Services Presentation on Incoming Departmental Policy Bills
a. Carrie Briones, Legislative Director for Direct Care and Treatment, Minnesota Department of Human Services
b. Kristy Graume; Legislative Director for Behavioral Health, Housing, Deaf-Hard-of-Hearing and Disability Services; Minnesota Department of Human Services
- Department of Human Services Presentation on Transition of Direct Care and Treatment

a. Dan Storkamp; Operations Services Executive Director, Direct Care and Treatment; Minnesota Department of Human Services

Wednesday, February 14, 2024 3:00 PM
Housing Finance and Policy
Location: State Office Building Room 5
Chair: Rep. Michael Howard
Agenda:
Presentations on the implementation of the 2023 Housing Finance budget and the state of housing in Minnesota

Thursday, February 15, 2024 8:30 AM
Children and Families Finance and Policy
Location: Room 200
Chair: Rep. Dave Pinto
Agenda:
HFXX (draft 24-06080 attached, awaiting introduction) Technical recodification of statutes relating to the Department of Children, Youth, and Families, as prepared by the Office of the Revisor
Presentation on Impact of 2023 Funding to Address Homelessness

Thursday, February 15, 2024 1:00 PM
Human Services Finance
Location: Room 200
Chair: Rep. Mohamud Noor
Agenda:
I. Department of Human Services Update on Direct Care and Treatment
II. Department of Human Services Update on Nursing Facilities
III. Presentation from the Office of Ombudsman for Long-Term Care.

BILL INTRODUCTIONS OF INTEREST

Senate:

- SF3409 (Green; R-Fosston); relating to direct care and treatment; retroactively eliminating the county share for certain direct care and treatment services. **Note that this amends our 2023 language addressing MI&D patients awaiting a bed in a state- operated facility by making it retroactive to July 2021.**
- SF3466 (Hoffman; DFL-Champlin); providing 12-month continuous MA eligibility for adults
- SF3491 (Mohamed; DFL-Minneapolis); removing **county social work title exemption;**
- SF3493 (Mohamed)/HF2886 (J. Hanson; DFL-Burnsville); **a city, county, or state agency social worker who does not hold a baccalaureate degree or graduate degree in social work or is not licensed under this chapter may not be presented to the public by any title incorporating the words "social work" or "social worker."**
- SF3509 (Mann; DFL-Edina); establishing short-term MA enrollment assistance; **establishing MA coverage for prerelease care transition services to incarcerated individuals (1115 waiver)**

House:

- HF3392 (Pelowski; DFL-Winona; authorizing a supplementary services rate for mental health facilities in Winona County

- HF3533 (Fischer; DFL-Maplewood)/SF3372 (Hoffman); requiring the commissioner of human services to **develop a county-administered rural MA model**

GENERAL GOVERNMENT AND OTHER

The hearings in the initial week of session are more limited in the general government area. However, MICA is following multiple changes under consideration this session related to public pensions, adjustments to 2023 legislation, such as the new Earned Sick and Safe Time Law, as well as various proposals related to open meeting law, data practices, cannabis law adjustments and other provisions.

Monday, February 12
Legislative Commission on Pensions and Retirement (LCPR)
8:30 AM
Chair: Rep. Kaohly Vang Her
Location: 120 State Capitol
Agenda PERA, mostly Teacher Retirement Plan, presentations and testimony

Wednesday, February 14
House Elections Finance and Policy
8:30 AM
Chair: Rep. Mike Freiberg
Location: Room 200, State Office Building
Agenda:
- Member and staff introductions
- HF3447 (Pursell); relating to polling places on college campuses
  Language posted on website.
- HF3435 (Virnig); relating to census access to apartment buildings
  Language posted on website.
- HF1064 (Hollins); Citizens United; a resolution memorializing Congress to overturn the United States Supreme Court decision Citizens United v. FEC; requesting that Congress clarify that the rights protected under the Constitution are the rights of natural persons and not the rights of artificial entities and that spending money to influence elections is not speech under the First Amendment; asking that Congress propose a constitutional amendment to provide such clarification.

Thursday, February 15
House Labor and Industry Finance and Policy Committee
1:00 PM
Chair: Rep. Michael Nelson
Location: Room 10
Agenda:
- Update from Department of Labor and Industry
- HF 3516 (Moller) Oral fluid testing procedures authorized as a preemployment alternative for drug, alcohol, and cannabis testing by employers.
- HF 3456 (Greenman) Restrictive employment covenants prohibited in service contracts.

Friday, February 16
Legislative Audit Commission
9:00 AM
Chair: Rep. Rick Hansen
Location: G-23 State Capitol
Agenda:

- Presentation on the evaluation, *Department of Human Services Licensing Division: Support to Counties*.

Bill Introductions of Interest

- H. F. 3381 (Rep. Zach Stephenson, DFL-Coon Rapids), a bill requiring city, town, and school district general elections to be conducted on the first Tuesday after the first Monday in November of an even-numbered year; permitting cities of the first class to choose to conduct a general election on the first Tuesday after the first Monday in November of either an odd-numbered or even-numbered year, and replated changes.
- H. F. 3415 (Rep. Sydney Jordan-Minneapolis), a bill making technical and policy changes to certain public employee labor relations provisions.
- H. F. 3527 (Rep. Emma Greenman, DFL-Minneapolis), a bill for an act relating to elections; establishing the Minnesota Voting Rights Act; making legislative findings; prohibiting certain actions by political subdivisions or other officials or entities with responsibilities related to election administration that result in voter suppression or vote dilution; and related changes.

- H. F. 3536 (Rep. Steve Elkins, DFL-Bloomington), a bill establishing housing and water as metropolitan system plans (Metropolitan Council).
- H. F. 3557 (Rep. Mike Freiberg, DFL-Golden Valley), a bill for an act relating to elections; modifying various provisions related to election administration; modifying voter registration requirements.

CORRECTIONS & PUBLIC SAFETY

Tuesday, February 13
House Public Safety Finance and Policy
6:30 PM
Chair: Rep. Kelly Moller
Location: Rm. 5 State Office Building
Agenda:

- HF 3489 (Frazier) Education; public safety provided, grounds for use of reasonable force in schools modified, school resource officer duties defined and minimum training requirements established, and money appropriated.

Thursday, February 15
House Public Safety Finance and Policy
10:30 AM
Chair: Rep. Kelly Moller
Location: Room 200
Agenda:

- HF 3398 (Moller) Direct services and advocacy for victims of certain crimes grant funding increased, and money appropriated.
- HF 3509 (Moller) Domestic abuse advocates prohibited from disclosing information.

- HF 3554 (Moller) Aggravated first-degree witness tampering included in definitions of violent crime and crimes against a person.
- HF 3520 (Pinto) Age range conformed for hiring a minor to engage in prostitution.

BILL INTRODUCTIONS OF INTEREST

- H. F. 3369 (Rep. Jamie Long and Rep. Kelly Moller), a bill for an act relating to public safety; establishing a limit on the length of probation for certain attempted crimes.
- H. F. 3480, (Rep. Sandra Feist), a bill for an act relating to delinquency; extending the jurisdiction of the juvenile courts to individuals under age 21; including individuals aged 16 to 20 who are alleged to have committed murder in the first degree in the definition of delinquent child; eliminating the presumption that certain individuals will be certified as adults; amending the public safety factors a court must consider before ordering that a case charge in juvenile court be certified for trial in adult court; removing the ability of a prosecutor to designate a proceeding as an extended jurisdiction juvenile procedure; extending the jurisdiction of the juvenile court over individuals adjudicated delinquent in extended jurisdiction juvenile proceedings to age 24; limiting the period of supervision over juveniles adjudicated to be delinquent; making certain technical and conforming changes.
- H. F. 3513 (Rep. Sandra Feist), a bill for an act relating to state government; prohibiting government entities from requesting or obtaining reverse-location information; prohibiting the use of reverse-location information from being used in a criminal action; prohibiting a court from issuing a court order to obtain reverse-location data; providing a civil cause of action when reverse-location data is obtained by a government entity.

ENVIRONMENT

The Extended Producer Responsibility (EPR) legislation, also known as the Packaging Waste and Cost Reduction Act, is likely to be the most significant solid waste and environmental policy proposal this session. Advocates are positioning it for early movement. Authored by Rep. Sydney Jordan (DFL-Minneapolis) and Sen. Kelly Morrison (DFL-Deephaven), HF3577/SF3561, he bill creates a statewide framework for product stewardship among manufacturers, retailers, and consumers. The legislation puts the onus on industry to improve the recyclability of product packaging, reduce packaging waste, and encourage producers to support existing reuse and recycling infrastructure. It also requires industry to contribute financially to recycling programs, reducing the reliance on property taxpayer funding.

Many MICA member counties were involved in these early discussions. While the bill has significant support, it will encounter strong opposition from some business interests. Still, this legislation represents a middle ground approach that has – and will continue to have – input from local governments, state agencies, industries, and environmental advocacy organizations throughout the legislative process. The bill as introduced is expected to be replaced by a delete-all version, as well as likely additional amendments as the bill moves through the legislative process.

Elsewhere, counties are working with Rep. Frank Hornstein (DFL-Minneapolis) and others to redraft the bill that dedicates 100% of solid waste management tax collections to county SCORE grants. The state's budget outlook is showing a structural deficit in the next biennium, and legislative leaders have warned there is little to no money available for ongoing funding requests. Despite this, we believe it is important to bring this unfinished legislation forward and seek a hearing to encourage discussion among legislators on the continued need to invest more state resources in solid waste management.

Finally, it is anticipated that Representative Rick Hansen (DFL-South St. Paul), Chair of the House Environment and Natural Resources Finance and Policy Committee, as well as environmental groups, will introduce legislation addressing nitrate contamination in groundwater in southeast Minnesota. Advocate discussion has centered on providing one-time funding from the Minnesota Legacy Clean Water Fund to provide clean drinking water access for affected households. This was a discussion topic in the February 6 Subcommittee on Minnesota Water Policy hearing.

Looking ahead, the EPR bill will likely have a House hearing on Tuesday, February 20 in the Environment and Natural Resources Finance and Policy Committee, along with the "bottle bill," legislation, which would collect a refundable deposit on certain recyclable containers. At this time, we believe the Senate Environment Climate and Legacy Committee will take up the EPR bill as soon as February 27th.

BILL INTRODUCTIONS OF INTEREST

- H. F. 3368, (Rep. Rick Hansen, DFL-Dakota County), a bill requiring notification and local approval before certain uses of money in the closed landfill investment fund and the metropolitan landfill contingency action trust account.
- H. F. 3550 (Rep. Rick Hansen, DFL-Dakota County), a bill modifying provisions for watersheds, soil and water conservation districts, and wetland management; modifying wetland banking program and conservation easement programs; clarifying jurisdiction for riparian protection and water quality; eliminating grants to control beaver damage; modifying authority and duties of Board of Water and Soil Resources.
- H. F. 3577 (Rep. Sydney Jordan, DFL-Minneapolis), a bill relating to solid waste, and establishing Packaging Waste and Cost Reduction Act.

COMBINED HEARING SCHEDULES

Next 7 Days Combined Hearing Schedule

Contact Us

Executive Director
Matt Massman
Matt.Massman@mica.org
763-458-1681 (cell)
651-222-8737 (office)

Transportation Legislative Liaison
Steve Novak
stevengnovak@gmail.com
763-458-8232 (cell)

Health & Human Services Legislative Liaison
Nancy Silesky
nancy@cortholten.com
651-747-7242 (cell)
651-291-1900 (office)

Environment Legislative Liaison
Pierre Willett
pierre@goffpublic.com
612-578-7684 (cell)

Additional CORR.

Larkin Hoffman Cap Watch

Week 2

Minnesota Update

First Week of 2024 Session

Much like last year, the 2024 legislative session started with several substantive legislative proposals moving through the committee process quickly. Most notably, legislation attempting to address controversy over the authorities of school resource officers (SROs) and a proposal seeking to fix mistakes in last year's omnibus tax bill were both heard and passed out of committee in the first week. We anticipate committee agendas will remain full as legislators must advance all policy legislation prior to the March 22, 2024 committee deadline.

It was also announced last week that the February forecast will be released on February 28, 2024. This will be an update to the forecast that was released in early December and will determine what money is available for lawmakers to work with this legislative session.

Reexamination of 2023 Changes to SRO Authority

Introduced by Cedrick Frazier (DFL-New Hope), H.F. 3489 has been presented as an attempt to provide clarity around changes to the statute governing SROs that was passed last session. Specifically, the 2023 legislation amended education statutes on corporal punishment to prohibit employees or agents of a school district from using certain holds, including prone restraints, except when it was necessary, to restrain a student to prevent bodily harm or death to the student or another.

During the interim, questions were raised as to how these changes related to state law authorizing the reasonable use of force by peace officers, teachers, school officials, and other people under the circumstances. In response, more than 40 police departments pulled officers from participating school districts. H.F. 3489 would remove SROs from the category of an "agent of the school" and require the Peace Officer Standards and Training Board to consult with stakeholders to develop uniform training standards for SROs throughout the state.

In committee, the proposal has drawn criticism from both sides of the political spectrum, but still moved out of the House Education Policy Committee before being heard in the House Public Safety Committee. The bill was laid on the table in Public Safety and awaits further action. The Senate companion, S.F. 3534 (Westlin, DFL-Plymouth) was also heard in the Senate Education Policy Committee before being referred to the Senate Judiciary Committee.

Technical "Tax Bill Fix"

Introduced by Rep. Aisha Gomez (DFL-Minneapolis), H.F. 2757 makes several technical changes to state tax law seeking to address errors in the 2023 omnibus tax bill. Most notably, the 2023 omnibus bill mistakenly utilized an out-of-date amount for the standard deduction. If not addressed, this mistake could cost taxpayers $352 million over the next two years. The error won't affect 2023 filers but will impact filers in the coming two years.

The bill that is currently moving through the legislature would adjust the standard deduction amounts for tax year 2023, align the definition of "Tribal Nation" in statewide local housing aid with the wording in the Tribal Nation aid program, and allow a 0.625% local sales and use tax authorization for Beltrami County approved by voters in November.

In committee, multiple Republican legislators raised concerns that the bill didn't include language addressing an unintentional reduction in the deduction for business' net loss, reducing them from 80% to 70% of taxable net income. Rep. Gomez stated that she intended to address that issue in a future proposal.

HF 2725 is scheduled to be voted on by the House of Representatives today.

Minnesota Debt Fairness Act

Last week Gov. Tim Walz and Attorney General Keith Ellison announced the Minnesota Debt Fairness Act, a proposal aimed at helping consumers overcome consumer and medical debt. The bill hasn't yet been formally introduced at the legislature, but a few of larger ideas of the proposal include:

- A reduction of interest on medial debt from 8 to 0 percent;
- Banning medical debt from being reported to credit bureaus;
- Repealing statutory liability for one's spouse's medical debt;
- Banning the withholding of services due to unpaid debt;
- Requiring insurers to count co-pay assistance towards annual deductible and out-of-pocket costs;
- Removing all medical debt creditors' ability to intercept tax refunds through revenue recapture; and
- Prohibiting charging patients' fees for coding errors.

Sen. Liz Boldon (DFL-Rochester) and Rep. Liz Reyer (DFL-Eagan) will serve as the proposal's chief authors.

Special Election Announced

Gov. Walz announced that the special election in House District 27B to fill former Rep. Kurt Daudt's seat, will be held on Tuesday, March 29, 2024. A former Speaker of the House, Rep. Daudt retired effective the day before the 2024 legislative session began. If necessary, February 29 will be the special primary election to nominate the candidate for office.

<u>Important Dates to Remember</u>

February 12, 2024	**2024 Legislative Session Begins**
February 28, 2024	**February Forecast Released**
March 22, 2024	**First and Second Deadline**
March 27, 2024 at 5pm	**Easter Recess Begins**

April 2, 2024 at 12pm	**Easter Recess Ends**
April 9, 2024 at 5pm	**Eid Recess Begins**
April 11, 2024 at 12pm	**Eid Recess Ends**
April 19, 2024	**Third Deadline**
April 22, 2024	**Passover Recess Begins**
April 24, 2024 at 12pm	**Passover Recess Ends**
May 20, 2024	**Deadline to Adjourn Legislative Session**

WEEKLY LEGISLATIVE UPDATE

February 19, 2024 **Issue No. 2**

Benton·Blue Earth·Carver·Chisago·Crow Wing·Dakota·Olmsted·Otter Tail·Rice·St. Louis·Scott·Sherburne·Stearns·Washington·Winona

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Taxes & Fiscal Policy	Health & Human Services	Corrections & Public Safety
Bonding & Capital Investment		Environment

LEADERSHIP AND OVERALL

Happy Presidents Day!
Monday is a holiday for state and county offices. However, the legislature remains open for President's Day, with multiple committee hearings, and the House meets in floor session at 3:30 p.m. Monday.

A busy first week of the 2024 legislative session is done and on the books. Session kicked off Monday, with the House meeting in floor session four days, the Senate twice, to introduce bills and move them to committees for hearings. Immediate attention was also focused on needed fixes to two important bills passed last year: the Tax Bill and the school resource officer (SRO) provisions. The tax bill fix cleared committees in both bodies last week and is awaiting floor action in the House, where tax bills must originate. The SRO legislation was tabled in the House Public Safety Committee on Wednesday. The bill is anticipated to be considered and amended in key Senate and House Committees early this week.

The shortened timetable for this session has compressed the time committees have to clear bills. That didn't stop legislators from introducing over 550 new bills in the House and 440 in the Senate in the first week of session alone. With only five weeks remaining until the deadline for policy bills to be heard by all relevant committees in both bodies, only a few bills will be heard, moved forward and survive the scrutiny of the financial committees to get the floor, either as stand-alone bills or as amendments in omnibus bills.

The Capital Investment Committees in both bodies dug into their work straight away, holding multiple hearings to begin defining the resources available for a 2024 bonding bill, including a walkthrough of the Governor's bonding recommendations. Most other committees met to review last year's changes and assess the implementation to-date and to come. The committees also began their consideration of new policy proposals.

Other important information and tidbits:

- Sen. Kari Dziedzic (DFL-Minneapolis) will serve as the new chair of the Senate State and Local Government and Veterans Committee, swapping positions with Sen. Erin Murphy (DFL-Saint Paul) who was elected Senate majority leader following Dziedzic's resignation from the position for health reasons.
- Last Monday, the Minnesota Chamber of Commerce held its annual Session Priorities event. During a legislative panel, leaders of the four legislative caucuses were asked to provide perspective on several issues, including a bill to designate Minnesota as a sanctuary state for immigration purposes, which the panel determined does not have sufficient support for passage this session. Sen. Grant Hauschild (DFL-

Hermantown) announced he would not support the bill, effectively killing it in the Senate, and Speaker Melissa Hortman (DFL-Brooklyn Park) stated that she doesn't believe the House DFL has the votes to pass the bill. The leaders were also asked if Met Council governance reform would pass this session. Leaders Murphy, Johnson and Demuth said 'yes,' Speaker Hortman said 'no.'

- The legislative auditor released its report on the mid-summer effort to hire a Director for the new Minnesota Office of Cannabis Management.
- Gov. Tim Walz called a special election for March 19th to fill the House seat (27B) of former Rep. Kurt Daudt, who resigned effective February 11.
- February 28 is the date set for release of the February State Budget Forecast. For fiscal year 2024, year-to-date receipts are now $17.1 billion, $384 million (2.3%) more than forecasted.
- ICYMI, here is a link to Priority Admissions Task Force Report released Monday the 12th.

Grant Opportunities

The Minnesota Geospatial Information Office (MnGeo) and Minnesota IT Services (MNIT) released the Spring 2024 Public Land Survey System (PLSS) Monument Grant Request for Proposal (RFP). Minnesota counties are eligible for the grants; **the first deadline is February 22**. The PLSS is the original Geographic Information System (GIS) of the United States and is the foundation for land ownership, original natural resource inventories, and generating and tracking revenue. Preserving the PLSS ensures the link between historical knowledge and present-day needs, helping make data-driven decisions for all people who inhabit and use land in Minnesota.

TAX & FISCAL POLICY

LAST WEEK

The focus of House and Senate Tax Committee hearings last week was legislation to correct a drafting error in the 2023 tax bill that would impact income taxpayers to the tune of $352 million in 2024 if it is not fixed. The three changes, which have now been amended into HF2757, authored by Rep. Gomez (DFL – Minneapolis), include:

- Updates to the state standard deduction law to rebase the tax year 2023 standard deduction amounts. The 2023 tax act inadvertently reduced the standard deduction for tax year 2024 by undoing inflation adjustments since tax year 2019. (This provision will cost the state over $350 million in lost revenue)
- Alignments of the definition of Tribal Nation in the statewide local housing aid with the definition used in the Tribal Nation aid program. The change would allow any of the eleven federally recognized tribes in Minnesota to apply for statewide local housing aid; extends the deadline for Tribal Nations to apply for statewide local housing aid in 2024 and allows the Department of Revenue to recertify the aids payable to eligible Tribal Nations in 2024.
- Amends the local sales tax authorization for Beltrami County to allow the tax to be approved by voters at an election held on November 7, 2023.

Both the House and Senate committees recommended that the three changes summarized above be adopted, and the House has scheduled a floor vote for Monday afternoon. The Senate will likely take up the bill soon after.

Much of the House and Senate committee discussion centered on an additional drafting error not included in the bill. The 2023 bill also included a change related to net operating loss or NOL's for businesses. Because

that provision, as drafted last session, became effective for tax year 2023, it is already impacting taxpayers and any fix will likely require taxpayers to file amended returns, as well as costing about $15 million to adopt again in 2024. The Tax Chairs in both bodies sent a letter to the Revenue Commissioner in June 2023 to support making the change. Adopting that change later in the 2024 session would require a second tax bill.

Also last week:

- The Senate Tax Committee received an overview of Artificial Intelligence (AI) from state IT experts, within the context of how it relates to emerging tax policy and compliance issues. And on Thursday, the committee received a report from the Revenue Commissioner on the implementation of 2023 tax law changes (Chapter 64, 2023 omnibus tax act) and annual TIF legislative report completed by the Office of State Auditor.
- On Wednesday, the House Property Tax Division, chaired by Rep. Dave Lislegard (St. Louis) received a high-level overview of the property and local tax provisions of the 2023 omnibus tax bill.
- On Thursday, the House Tax Committee heard from the Commissioner of Revenue and committee staff to recap the provisions contained in Chapter 64, the 2023 omnibus tax act.

THIS WEEK

This coming week is going to see a continuation of the House and Senate Tax Committee's focusing on implementation and impacts of actions take in 2023, including:

- On Tuesday, the House Tax Committee will hold a hearing on implementation of the childcare tax credit, and other state tax provisions contained in Chapter 64. And, on Thursday the Committee will hold a hearing on implementation of the renter refund changes enacted in 2023, a change that shifted the refund from a separate form to being included directly on the income tax return. The change is expected to benefit more households, and result in somewhat higher refunds.
- On Wednesday, the House Property Tax Division will hold a hearing on the local impacts and uses of the $800 million annual increase to both local government aid (LGA) to cities and county program aid (CPA) enacted in 2023, as well as how cities and counties used the one-time $300 million Public Safety Aid granted as part of Chapter 64.
- The Senate Tax Committee will hear five bills at a Wednesday morning hearing, including **SF2509,** a bill authored by Senator Matt Klein (DFL – Dakota County) to create a redevelopment area homestead credit establishment and appropriation.

BONDING AND CAPITAL INVESTMENT

LAST WEEK

Both House and Senate Capital Investment Committee's met to receive overviews of forecasted resources available for capital investment projects, as well as Governor Walz's bonding recommendations totaling $982 million. During those hearings, members from both sides of the aisle noted that the amounts proposed by the Governor for local projects are too limited relative to the needs. According to Minnesota Management and Budget, capital requests totaled $7.6 billion, including $4.7 billion in state agency requests and $2.9 billion in requests from local units of government. In response to member comments, MMB Commissioner Erin Campbell emphasized the importance of investment in asset preservation for existing state infrastructure and noted that a Governor's recommendations for local projects is typically the starting point for discussions with the legislature.

In addition, House Capital Investment Chair Fue Lee (DFL-Minneapolis) noted that modifications are needed to various capital project provisions contained in the 2023 bonding bill. In short, that means that a capital investment bill would be needed in some form this session to make those changes and could either be a separate bill or included in a single new capital funding bill.

Also of interest, the Senate Capital Investment Committee received a presentation on "Minnesota's Infrastructure Report Card" from the American Society of Civil Engineers (ASCE). The ASCE report card is often looked at as an independent assessment of public infrastructure condition. The most recent report card is for 2022, and scores Minnesota's public infrastructure a C overall but lower for roads (D+) and transit (C-). The presenters positively note the significant increases in state investment in these areas, as well as drinking water and other areas in 2023.

THIS WEEK

This week, the House and Senate Capital Investment Committees will hold meetings to receive informational reports on federal infrastructure funding and the broader needs for infrastructure funding in the state, including for higher education and transportation systems. A Senate hearing on Tuesday will also include hearing the Infrastructure Resiliency Report from the Office of State Auditor regarding an infrastructure stress transparency tool.

Most directly related to counties and local capital projects funding requests, on Tuesday the House State Government Finance and Policy Committee will hear a pair of bills authored by Rep. Fue Lee (DFL-Minneapolis), and Chair of the Capital Investment Committee, that would set certain policy parameters for local funding projects and project funding. More specifically:

- HF3582 (Lee) - Local governments required to establish replacement fund to maintain and replace capital projects that receive state funding.
- HF3584 (Lee) - Debt capacity reporting by political subdivisions required in capital budget submissions.

MICA has met with Chair Lee regarding HF3582, and shared various concerns including that the state bonding is typically granted for projects with regional significance while the replacement fund requirements would fall exclusively on the host community. Further, state funding assistance is typically sought when local capacity is limited.

TRANSPORTATION

LAST WEEK

The 2024 legislature convened Monday, February 12th. The House met on Monday, Tuesday and Thursday. The Senate met on Monday and Thursday. No action was taken on transportation bills in either House.

In the transportation arena, the opening week of the session got off to a relatively slow start. However, the House and Senate transportation and bonding committees did meet. The following were the committee agendas:

Wednesday, February 14, 2024 8:30 AM
Sustainable Infrastructure Policy
Chair: Rep. Erin Koegel

Location: State Office Building Room 10
Agenda:
1. Presentation on the Minnesota Infrastructure Resilience Advisory Task Force report
2. HF XXX (Koegel) establishing the Minnesota Advisory Council on Infrastructure; specifying office powers and duties; providing for implementation; requiring reports; appropriating money; proposing coding for new law as Minnesota Statutes, chapter 16F.*
*Informational hearing, no testimony or action will be taken on the bill at this hearing.
Items may be taken up in any order, items may be added or removed at the Chairs' discretion.

Wednesday, February 14, 2024 1:00 PM
Capital Investment
Chair: Rep. Fue Lee
Location: Basement Hearing Room
Agenda:
Overview of Governor's 2024 bonding recommendations, MMB
Debt Capacity Forecast, MMB
2024 Capital Projects Cancellation Report, MMB
2023 Asset Preservation Summary Report, Department of Administration

Wednesday, February 14, 2024 3:00 PM
Transportation
Chair: Senator D. Scott Dibble
Location: (Hybrid Hearing) 1100 Minnesota Senate Bldg.
Agenda:
Driver and Vehicle Services Report on Independent Expert Recommendations - Pong Xiong, DVS Director and Jordan Haltaufderheid, DPS Chief of Staff

Thursday, February 15, 2024 8:30 AM
Transportation Finance and Policy
Chair: Rep. Frank Hornstein
Location: Basement Hearing Room
Agenda:
HF3436 (Tabke) Various policies modified, including but not limited to legislative routes, driving rules, small business contract preferences, non divisible loads, and greater Minnesota transit programs; technical corrections made; and money appropriated.
- John Dukich, Legislative Affairs Manager, MnDOT
HF2364 (Tabke) Petroleum products transporting requirements amended.
- Dave Wager, Executive Director, Minnesota Propane Association

BILL INTRODUCTIONS OF INTEREST

The following is a summary of the transportation bills which were introduced. All bills were referred to the transportation committee unless otherwise stated:

- **Senators Jasinski and Koran introduced:**
  SF3412, relating to transportation; extending a 2020 appropriation for project development on the trunk highway system and related bond sale authorization; amending Laws 2020, Fifth Special Session chapter 3, article 2, section 2, subdivision 3. Referred to the Committee on Transportation.
- **Hicks; Hanson, J.; Curran; Clardy and Coulter introduced:**

HF3420, relating to transportation; modifying disability parking privilege eligibility to include persons with a developmental disability under certain circumstances; revising terminology; making technical changes; amending Minnesota Statutes 2022, sections 168.021, as amended; 169.345, subdivisions 1, 2a, 3; 169.346, subdivisions 1, 1a, 2, 3, 4; Minnesota Statutes 2023 Supplement, section 169.345, subdivision 2.

- **Tabke introduced:**
  HF3436, relating to transportation; modifying various policies, including but not limited to legislative routes, driving rules, small business contract preferences, nondivisible loads, and greater Minnesota transit programs; making technical corrections; appropriating money; amending Minnesota Statutes 2022, sections 161.115, subdivisions 116, 117, by adding a subdivision; 161.321, subdivisions 2, 2b; 169.19, subdivision 2; 169.34, subdivision 1; 169.444, subdivision 4; 169.80, by adding a subdivision; 174.03.
- **Koegel and Hornstein introduced:**
  HF3467, relating to transportation; authorizing commissioner of transportation to convey property for and promote the use of passenger rail services; amending Minnesota Statutes 2022, sections 174.632, subdivision 2; 174.636, subdivision 1.
- **Zeleznikar, Knudsen, Engen and Myers introduced:**
  HF3581, relating to transportation; establishing certain exemptions from taxes and fees on motor vehicles for volunteer firefighters; amending Minnesota Statutes 2023 Supplement, section 168.012, subdivision 13.
- **Brand introduced:**
  HF3499, relating to railroads; establishing a maximum train length; providing for penalties; proposing coding for new law in Minnesota Statutes, chapter 219. The bill was read for the first time and referred to the Committee on Transportation Finance and Policy.

THIS WEEK

The House and Senate will meet on Monday and Thursday. County lobbyists will meet Monday morning at 10 am. Ideas and conversations will be shared. The House and Senate transportation committees will each meet twice at their regularly scheduled times. Individual meetings with legislators are scheduled.
The following committee agenda for the week is currently posted:

Wednesday, February 21, 2024 8:30 AM
Sustainable Infrastructure Policy
Chair: Rep. Erin Koegel
Location: State Office Building Room 10
Agenda:
1. HF XXX (Koegel) establishing the Minnesota Advisory Council on Infrastructure; specifying office powers and duties; providing for implementation; requiring reports; appropriating money; proposing coding for new law as Minnesota Statutes, chapter 16F.*
*Public testimony will be taken at this hearing. No formal action will be taken on this bill during this hearing.

HEALTH AND HUMAN SERVICES

LAST WEEK

Priority Admissions Task Force Report: Stearns County Commissioner Tarryl Clark and Blue Earth County Human Services Director of Business Operations Angie Youngerberg have been participating in the task force, co-chaired by DHS Commissioner Jody Harpstead and Attorney General Keith Ellison. Other county representatives include Washington County Attorney Kevin Magnuson and Cass County Sheriff Bryan Welk.

Recommendations

The Task Force recommends several changes to address defects in the system, including:

- **Immediately begin to increase capacity** of Direct Care and Treatment;
- Form Joint Incident collaboration to actively facilitate discharges for DCT patients;
- Approve an exception to the Priority Admissions law – allowing 10 patients in acute hospital settings to be prioritized;
- Create and implement new Priority Admissions criteria to the Direct Care and Treatment facilities;
- **Increase access to services provided in the community**;
- Provide funding to administer mental health medications to individuals in custody;
- **Relieve counties of some cost for individuals awaiting transfer to other DCT facilities;**
- Expedite Minnesota's Section 1115 Waiver Application for Individuals in custody; and
- Increase Forensic Examiner accessibility.

The proposal will be heard in the Senate Human Services Committee on Monday; the House Human Services Finance Committee will review the report on Tuesday.

DHS Budget: The Senate Human Services Committee received a DHS budget overview from DHS Budget Director Elyse Bailey. The spending trends reflect that there has been a lot of growth in the waiver programs – due to serving more seniors, as well as younger individuals. Both populations are also receiving more in the way of services than in the past.

Committee members highlighted their priority issues for the session:

Senator Erin Maye Quade:

- MA EPD (MA for employed persons with disabilities)
- Eliminating the remainder of TEFRA parental fees (foster parents)
- Local zoning ordinances regarding group homes

Senator Jordan Rasmusson:

- Emergency Medical Services (EMS)
- Nonemergency medical transportation (NEMT)
- Alternative funding for Long-Term Care

Senator Omar Fateh:

- Assisted living facilities (Minn. Stat. section 144G); housing with services
- Small BIPOC provider; cannot relocate because of single family home moratorium

Senator Alice Mann:

- 1115 waiver ideas
    - MA coverage to prevent disease progression, including housing and nutrition
    - MA coverage for SUD while individuals are incarcerated

- Methadone regulations. She noted that Minnesota regulations are stronger than the federal government. Need for more alignment with federal government

Senator John Hoffman:

- Hospital Boarding/Decompression

Senator Liz Boldon:

- Presumptive MA eligibility

Senator Jim Abeler:

- Small assisted living facilities
- Home care; wishes more had been done last year in the way of investments

Senator Nicole Mitchell:

- Child Protection
  - Need for addiction support services
  - Need to ensure that children are not removed for issues related to mental health or poverty

DHS Mental Health Policy Bill: HF3495 (Fischer; DFL-Maplewood) modifies the Mental Health Uniform Service Standards Act, children's therapeutic services and supports, and intensive rehabilitative mental health services. The bill moves and modifies provisions from Minnesota Rules to Minnesota Statutes relating to children's residential facility and day treatment services, staff orientation and individual staff development, and the use of psychotropic medications and clinical supervision in children's residential mental health treatment settings. The House Human Services Policy Committee, chaired by Representative Peter Fischer, adopted an A2 amendment, which defines "child with severe emotional disturbance," clinical supervisors" and "clinical supervision" in children's residential facilities; certification of those residential facilities; sets guidelines for the administration of psychotropic medications; training requirements; defines "transition to community living services" and directs DHS to amend or adopt rules regarding foster care providers and foster residences licensed by DHS. The bill was laid over for additional consideration.

- Summary (incorporates A2 amendment)

Authorizing Immunization Policy for Child Care Centers and Family Child Care Providers: SF610 (Boldon; DFL-Rochester) would allow child care centers and family child care providers to develop a policy regarding immunizations for children over two months of age. In introducing the bill, Senator Boldon indicated that this is not a mandate; it simply gives private providers a choice as to how they want to manage risk. The Senate HHS Committee laid the bill over for additional consideration.

Senate Health and Human Services Committee: The committee received several presentations from DHS staff:

- **DHS Presentation: Update on Medical Assistance and MinnesotaCare Renewals**
  Feb_14_Senate_Hearing_Unwinding_Update.pdf
  At the time of this report, **25% of previously covered individuals have been disenrolled - representing approximately 280,000 people.**
  - **County perspective:** Kate Probert Fagundes, HHS Deputy Director for Carver County, testified on behalf of counties. She outlined the significant challenges for county staff due to workforce shortages, as well as for our clients who have been overwhelmed with the renewal process. She stated that significant work-arounds have had to be developed – highlighting the need for modernization improvements to the technology utilized by both the state and counties. Finally, while it was hoped that this process could be completed within a year, from the county perspective, it is likely to take at least another year before this process will be completed.

- **Senator Rob Kupec (DFL-Moorhead) noted that the state invested heavily in DHS technology. He asked for an estimate of what counties would need to assist them with their technology needs.**

- **DHS Presentation: Minnesota Health Care Programs Rate Study Report (Fee for Service)**
  - Abbreviated-DHS-Rate-Study-February-2024.pdf
  - MHCP-Rate-Study_2nd-Legislative-Report-_January-2024.pdf
  - DHS worked alongside a private vendor to review and provide recommendations for changes to the current reimbursement methodologies used to pay for services, including:
  - Adopt the methodology developed to build rates for community-based mental health, SUD and EIDBI services that are informed by providers' current costs and market conditions related to workforce.
  - Eliminate all legislatively mandated rate modifications that were implemented for budgetary reasons. Retain rate modifications related to the level of service being delivered or the practitioner delivering the services. For example, as is common across most payers, DHS applies a payment reduction to physician services when the services are delivered by a non-physician practitioner (nurse practitioner, physician assistant). This reduction is related to the service delivery and would be retained.
  - Adopt the benchmark rates proposed for each of the services in this rate study:
    - For most mental health services, all SUD, and all EIDBI services, the benchmark rate for each service was developed using the methodology employing market-based costs
    - For some mental health services and all acute care professional services paid under CMS's Resource Based Relative Value Scale (RBRVS), the benchmark rate is equivalent to 100% of the rate paid to providers in the Medicare program
    - For all services in this study, in concert with adopting the benchmark rate values, rescind all previously established legislative rate and policy adjusters associated with these services as this rebasing of the rates makes these historical adjusters unnecessary
  - Ensure transparency and collaboration with providers on the timing of rate updates and rate rebase activities for each of the service domains in this rate study.
    - For rate updates, apply a factor on an annual basis that accounts for inflationary cost increases. For the services in the rate study under the categories of mental health, SUD and EIDBI, the recommendation is to apply an inflationary increase each year using CMS' Medicare Economic Index (MEI); for services paid under CMS's RBRVS, an inflationary cost increase is not necessary if the Department is able to pay for these services at 100% of the prevailing Medicare rate, because CMS already accounts for inflationary cost increases in its annual update to its RBRVS payment system.
    - For rate rebase activities, develop a strategy to ensure that a full review of the costs of each service in this study occurs no less than once every four years; the purpose of the rebase is to engage with providers and other community partners about current costs to render each service; the rate rebase effectively compares actual costs incurred by providers against the assumed costs built into the annual inflationary factor and reconciles these differences to reestablish the base costs for another four-year cycle.
  - Update service definitions in policy and billing guidance for each service in the study, where applicable, to better align with the assumptions used to build the benchmark rates under the new rate methodology. Examples may include more transparent language related to the level of expertise of staff that may deliver each service and the staffing assumptions expected in services that require a team-based approach.

- **DHS Presentation: Update on Implementation of Great Start Compensation Payments and CCAP Rate Increases**
    - Overview_GSCSP_CCAP_20240213.pdf
    - 2023-Child-care-and-early-education-legislative-summary-final_tcm1053-583121.pdf
    - **According to DHS, the $15 million per year state investment has resulted in serving an additional 1,000 kids. The wait list last summer was 3,700; as of last week, the number has gone down to 177 waiting children.**
- **MMB Presentation: Results Management Overview and Update on Grant Consultations from SF2995**
    - Results-Management-Overview_Senate-HHS-2142024.pdf
      Since 2019, bipartisan legislation has supported the study of whether or not state investments are getting the outcomes expected. There have been a dozen completed evaluations with 10 more underway, including in Childcare, Criminal Justice, Medications for Opioid Use Disorder, and Perinatal Health. Mission:
    - Build awareness and use of existing evidence among policymakers to increase the impact of state activities and investments.
    - Provide leadership, expertise, and resources to support evidence-based policymaking.
    - Helping others understand what evidence exists in state investments.
    - Assist agencies and grantees in identifying and developing reporting tools for performance measures to increase the impact of grantmaking.

- **OLA Report on DHS Licensing Division: Support to Counties:** On Friday, the OLA released its Report. Key Findings:
    - DHS has generally done a good job supporting counties
    - DHS has provided less support tailored to Community Residential Settings (CRS) licensors
    - Licensing responsibilities will soon be split among two departments:
        - Department of Children, Youth, and Families (DCYF):
        - Will assume DHS responsibilities for Family Child Care and Child Foster Care
        - Some licensors will be supported by both departments

BILL INTRODUCTIONS OF INTEREST

- SF3466 (Hoffman)/HF3600 (Noor) **continuous MA eligibility for 12 months**
- SF3491 (Mohamed)/HF3736 (Jess Hanson) **removing county social work title exemption**
- SF3509 (Mann)/HF3642 (Noor) **jail health; MA in place before released**
- HF3637 (Virnig; Reyer); **Metro Demo Housing** policy only
- HF3638 (Virnig; Reyer); **Metro Demo Housing**; policy plus expansion of beds)
- HF3689 (Hassan)/SF3615 (Mitchell) out-of-home placement plan summary requirement
- HF3782 (Pryor) relating to education; modifying provisions for prekindergarten through grade 12 education including general education, education excellence, teachers, literacy, charter schools, nutrition, health and safety, early learning, and education partnerships and compacts; requiring reports
    - NOTE: Articles 7 and 8:
        - Specific statute citation additions regarding **investigations of maltreatment** and **changes regarding health services specialists.**
        - Also **child development language; targeted home visiting staff should review.**

- HF3781 (Hicks)/SF3820 (Hoffman) requiring DHS to conduct a review of child maltreatment reporting system and develop recommendations on implementing a **statewide common entry point system for reporting child maltreatment**
- HF3824 (Keeler) for each removal of a child by a peace officer each county shall submit information to the commissioner identifying the law enforcement agency that removed the child, the address and setting where the removal occurred, and the date and time of the removal.
- HF3827 (Keeler); student attendance reporting requirement

THIS WEEK

***NOTE: Hearings of Note as of Sunday Evening**

Monday, February 19
3:00 PM
Senate Human Services
Chair John Hoffman
Agenda:
Priority Admissions Taskforce Update
Priority-Admissions-Taskforce-Summary
- Jodi Harpstead: Commissioner of the Minnesota, Department of Human Services

Community First Services and Supports Update

- Kristy Graume: Legislative Director of Behavioral Health, Housing, Deaf and Hard of Hearing, and Disability Services; Minnesota Department of Human Services

Minnesota Department of Health Background Study

- Carol Backstrom, Assistant Commissioner for the Health Systems Bureau; Minnesota Department of Health

Direct Care and Treatment Update
DHS-DCT-Creation-Presentation
- Dan Storkamp: Operations Services Executive Director of Direct Care and Treatment; Minnesota Department of Human Services

Tuesday, February 20
8:30 AM
House Children and Families
Chair Dave Pinto
Agenda:
- Presentation on Impact of 2023 Funding to Address Food Insecurity
- HF3426 (Hicks) Supplemental food assistance program established for persons with a disability.
- HF3469 (Keeler) SNAP established as medicine program, and money appropriated.
- HF3855 (Gomez) Commissioner of Human Services directed to implement Supplemental Nutrition Assistance Program restaurant meals program.

8:30 AM
Senate Health and Human Services
Chair Melissa Wiklund
Agenda:

- **SF3770 (Wiklund) Department of Children, Youth and Families statutory infrastructure establishment**
  A24-0202.pdf
- SF2611 (Utke) Transfer care specialists to remove dead human bodies from the place of death authorization; registration of transfer care specialists by the commissioner of health establishment; mortuary science fee authorization
- Questionnaire-B_HF2509_SF2611_Minnesota-Funeral-Directors-Association.pdf
- SF1234 (Kupec) Licensure by credentials requirements modification for dental assistants
- Questionaire-B_SF1234_HF2111_Minnesota-Dental-Association.pdf
- SF3523 (Kupec) Behavior analysis licensing requirement modifications provision and appropriation
- Questionnaire-A_HF3741_SF3523_MN-Northland-Association-for-Behavior-Analysis.pdf

10:30 AM
House Health Finance and Policy
Chair Tina Liebling
Agenda:

- Department of Commerce Presentation of **Milliman Public Option Report**
  • Peter Brickwedde, Assistant Commissioner for Government and External Affairs
  • Julia Dreier, Deputy Commissioner of Insurance
  2024 Public Option Recommendations.pdf
  2024 Public Option Report.pdf
  Health Finance & Policy Agenda 02.20.24.docx

1:00 PM
House Human Services Finance
Chair Mohamud Noor
Agenda**:**

- **Department of Human Services Presentation of Priority Admissions Task Force Recommendations.**

Thursday, February 22
8:30 AM
House Joint Children and Families Finance and Policy & Economic Development Finance and Policy
Chair Dave Pinto and Chair Hodan Hassan
Agenda:

- HF3681 (Kotyza-Witthuhn) Child care tax data; program to assist families with cost of child care established, disclosure of tax return information for purposes of verifying eligibility for early child care and learning benefits programs authorized, and money appropriated.
- Office of Child Care Community Partnerships 2023 Annual Report from Minnesota Department of Employment and Economic

GENERAL GOVERNMENT AND OTHER

LAST WEEK

BILL INTRODUCTIONS OF INTEREST

- H. F. 3345, (Rep. Sydney Jordan, DFL-Minneapolis) removes the prohibition on local government efforts to ban banning merchant bags, repealing Minnesota Statutes 2022, section 471.9998.
- H. F. 3368, (Rep. Rick Hansen, DFL-Dakota County) requiring a public review and comment period of at least 180-days, as well as certain county board approval, before money in the closed landfill investment

fund and the metropolitan landfill contingency action trust account may be used of transferred for purposes other than those for which the landfill accounts have been established.

- H. F. 3530, (Rep. Dave Baker, R-Willmar) a bill modifying paid family and medical leave insurance and definitions; fixing the premium rates and amount of benefits; repealing administrative authority to adjust the premium rates; amending the maximum length of benefits; adding certain notice requirements; modifying reinstatement requirements; and authorizing certain small employers to voluntarily participate in the paid family and medical leave insurance program.
- **S.F. No. 3491:** (Sen. Zaynad Mohamed, DFL-Minneapolis) a bill removing county social work title exemption.
- **S.F. No. 3555:** (Sen. Jim Carlson, DFL Dakota County) a bill authorizing the filling of a vacancy in the position of sheriff or county attorney by special election.

THIS WEEK

This week will be a busy one for general government legislation and committee hearings, with relevance to the work of county government, including:

- **PELRA**: Both the House Labor and Industry Committee (on Tuesday) and the Senate Labor Committee will meet to hear bills aimed at making adjustments the Public Employee Labor Relations Act (PELRA) law changes enacted in 2023, HF3415 (Jordan) aimed at making technical and policy changes made to public employee labor relations provisions enacted in 2023 and requiring rulemaking. Also on the House agenda for Tuesday is HF3428 (Jordan) making technical changes to Bureau of Mediation Services statutory authorities.
- **Earned Sick and Safe Time (ESST):** On Thursday, the House Labor and Industry Committee will hear HF3882 (Olson) a bill aimed at making adjustments to the ESST law enacted in 2023 and authorizing rulemaking. Also on the agenda is HF3442 (Berg), a bill directing development of a poster regarding employees' rights.
- **Capital Investment Policy**: The House State and Local Government Committee will hear two bills placing certain requirements on local governments requesting and receiving state capital investment grants (See Capital Investment section).
- **County Officer Vacancies**: SF3555, a bill to allow county boards to call for a special election to fill a vacancy in the role of county attorney or county Sheriff will be heard in the Senate Elections Committee on Tuesday, at 3:00 PM. The legislation is authored by Senator Jim Carlson (DFL-Dakota County) and the companion bill, HF3632, authored by Rep. John Huot (DFL-Dakota County), will be heard in House Elections Finance and Policy Committee on Wednesday morning.

The Senate State and Local Government and Veterans, chaired by Sen. Kari Dziedzic (DFL -Minneapolis) is also scheduled to meet twice this week; hearing agendas had not yet been posted.

In addition,

- **Veterans**: On Monday, the House Veterans and Military Affairs Committee is going to hear several bills, including HF3677, a bill authored by Rep. Steve Elkins (DFL-Bloomington) to authorized county boards to appropriate money to defray the costs of memorial day exercises and veterans day exercises.
- **Pensions**: Also Monday, the joint Pensions Commission will meet to approve actuarial assumptions for public pension plans and begin hearing TRA and MSRS bills.
- **Sustainable Infrastructure**: On Wednesday, the House Sustainable Infrastructure Policy Committee, chaired by Rep. Erin Koegel (DFL-Spring Lake Park) will hear legislation proposing to establish a Minnesota Advisory Council on Infrastructure. The concept arises out of the work of the Infrastructure Resiliency Advisory Task Force and report.

- **Housing**: On Tuesday, the House Housing Finance and Policy Committee will discuss legalizing 'missing middle housing." The Senate House and Homeless Prevention Committee will also meet.
- **Broadband**: Both House Ag Finance and Policy (Tuesday) and Senate Ag., Broadband and Rural Development (Wednesday) will receive updates on the State Broadband Grant Program.

On Thursday, the House Ag Finance and Policy Committee will also meet to receive presentations on nitrates in soil, including presentations from the Minnesota Department of Agriculture and University of Minnesota.

CORRECTIONS & PUBLIC SAFETY

LAST WEEK

BILL INTRODUCTIONS OF INTEREST

- **S.F. No. 3464** (Sen. John Hoffman, DFL-Champlin): a bill providing for correctional officers in Peace Officers Discipline Procedures Act.
- **S.F. No. 3465:** (Sen. John Hoffman, DFL-Champlin): A bill for an act relating to public safety; providing for local correctional officers in Peace Officers Discipline Procedures Act; amending Minnesota Statutes 2022, sections 241.026, subdivision 1; 626.89, subdivisions 1, 2. Community corrections, Co Attnys and sheriff's may be interested in this.)

THIS WEEK

ENVIRONMENT

LAST WEEK

Last week, the House Environment and Natural Resources Finance and Policy committee and the Senate Environment, Climate, and Legacy committee heard HF3377 (Hansen, R., DFL-South St. Paul) and SF3507 (Hawj, DFL-St. Paul), the vehicles for policy and funding recommendations from the Legislative-Citizen Commission on Minnesota Resources. A summary of their recommendations can be found here. The House bill was re-referred to the Ways and Means committee and should be discussed on February 26. The Senate bill was re-referred to the Senate Finance Committee. Legislators stated their intention is for this bill to move forward as quickly and possible and be passed as a stand-alone bill early this session.

The Senate Environment, Climate and Legacy committee also heard implementation updates from the Department of Natural Resources and Minnesota Pollution Control Agency—both presentations are linked above.

THIS WEEK

There are two relevant environment hearings this week:

- On Tuesday, February 20 at 3 p.m. in Room 10 of the State Office Building, the House Environment and Natural Resources Finance and Policy committee will hear two bills of interest to MICA members:
  - HF3577 (Jordan, DFL-Minneapolis). The Packaging Waste and Cost Reduction Act, which we highlighted last week, will have its first hearing.

- HF3368 (Hansen, DFL-South Saint Paul). This bill requires notification, public review and comment, and local approval before any use of money from either the closed landfill investment fund or metropolitan landfill contingency action trust account can be spent for anything other than the statutory purposes.

As a reminder, If you would like to sign up to testify or submit written testimony on either bill please contact your MICA lobbyist or email Peter.Strohmeier@house.mn.gov by 5 p.m. on Monday, February 19, 2024. Submitted written testimony is public and will be posted on the committee website and included in the committee record.

- On Wednesday, February 21 at 3 p.m. in Room 10 of the State Office Building, the House Environment and Natural Resources Finance and Policy committee will hear three bills that might be of interest to MICA members:
  - HF3385 (Pursell, DFL-Northfield) modifies the public waters definition so that they are not determined exclusively by their inclusion in or exclusion from the public waters inventory required under section 103G.201.
  - HF3550 (Hansen, DFL-South St. Paul) is the Department of Natural Resources policy bill and includes a waters clean-up bill dealing with watersheds, soil and water conservation districts, and wetland management provisions.
  - HF3200 (Jordan, DFL-Minneapolis) establishes a beverage container recycling program funded through a ten-cent container deposit. The bill includes civil and criminal penalties, outlines required reports and appropriates money.

In addition, the Goff Public team will also monitor a presentation from the Minnesota Pollution Control Agency (MPCA) during the House Climate and Energy Finance and Policy committee on Tuesday, February 20 at 3:00 p.m. The MPCA will provide an update on climate change and greenhouse gas emissions in Minnesota.

BILL INTRODUCTIONS OF INTEREST

- HF3617, (Finke, DFL-St. Paul), a bill for an act relating to natural resources; modifying use of critical habitat private sector matching account; requiring reports; appropriating money; amending Minnesota Statutes 2022, section 84.943, subdivision 5, by adding subdivisions. The bill was read for the first time and referred to the Committee on Environment and Natural Resources Finance and Policy.
- HF3662, (Myers, R-Tonka Bay), a bill for an act relating to natural resources; establishing Keep It Clean program; appropriating money; proposing coding for new law in Minnesota Statutes, chapter 97C. The bill was read for the first time and referred to the committee on Environment and Natural Resources Finance and Policy.
- HF3673, (Smith, A., DFL-Rochester), a bill for an act relating to capital investment; appropriating money for improvements at the Olmsted County waste-to-energy facility; authorizing the sale and issuance of state bonds. The bill was read for the first time and referred to the committee on Capital Investment.
- HF3674 (Smith), a bill for an act relating to capital investment; appropriating money for a community reuse and recycling center in Olmsted County; authorizing the sale and issuance of state bonds.
- The bill was read for the first time and referred to the committee on Capital Investment.
- HF3768, (Lislegard, DFL-Aurora), a bill for an act relating to the Public Facilities Authority; increasing the maximum grant amount for the water infrastructure funding program from $5 million to $10 million; amending Minnesota Statutes 2022, section 446A.072, subdivision 5a. The bill was read for the first time and referred to the committee on Economic Development Finance and Policy.

- HF3774 (Lislegard), a bill for an act relating to capital investment; appropriating money for the Canyon Integrated Solid Waste Management Campus in St. Louis County; authorizing the sale and issuance of state bonds. The bill was read for the first time and referred to the committee on Capital Investment.
- SF3631 (Hawj, DFL-St. Paul), a bill for an act relating to natural resources; providing for investment accounts; modifying report requirements; providing for transfer or sale of bison; providing for enhanced restitution values for mistreatment of wild animals; clarifying protection of threatened species; modifying ReLeaf program; increasing tree seedling availability; correcting fee for water use general permit; and extending Mineral Coordinating Committee. Referred to the committee on Environment, Climate, and Legacy.

COMBINED HEARING SCHEDULES

Next 7 Days Combined Hearing Schedule

CONTACT US

Executive Director
Matt Massman
Matt.Massman@mica.org
763-458-1681 (cell)
651-222-8737 (office)

Transportation Legislative Liaison
Steve Novak
stevengnovak@gmail.com
763-458-8232 (cell)

Health & Human Services Legislative Liaison
Nancy Silesky
nancy@cortholten.com
651-747-7242 (cell)
651-291-1900 (office)

Environment Legislative Liaison
Pierre Willette
pierre@goffpublic.com
612-578-7684 (cell)

2023 Annual Report
and
2024 Annual Plan of Work

Adopted February 13, 2024

"Bringing Conservation to Chisago County"

38814 Third Avenue
North Branch, MN 55056
651-674-2333
www.chisagoswcd.org

In memory of Roland “Rollie” Cleveland

Chisago SWCD Supervisor

July 1987 – June 2023



2023 Annual Report and 2024 Annual Plan of Work

***Introduction*:** The Chisago Soil and Water Conservation District's Annual Report and Annual Plan of Work serve as a planning tool used by the SWCD Board and staff to prioritize the workload and track accomplishments to achieving the long-term goals of the Chisago SWCD.



Chisago SWCD Board of Supervisors: Jim Birkholz, David Tollberg, Rick Cedergren, Justin Wilson, and Lance Petersen.

The Chisago SWCD has a board of five supervisors with a variety of expertise elected to staggered four-year terms. Board members represent nominating districts that encompasses five distinct areas of the county and are elected by the county-at-large. Each Supervisor serves on internal and external committees to oversee the SWCD's operations and partnerships.

On November 10, 2020, the Chisago SWCD Board of Supervisors adopted the Lower St. Croix River Comprehensive Water Management Plan as the SWCD's Comprehensive Plan. This plan helps guide the development of the SWCD's Annual Plan of Work.

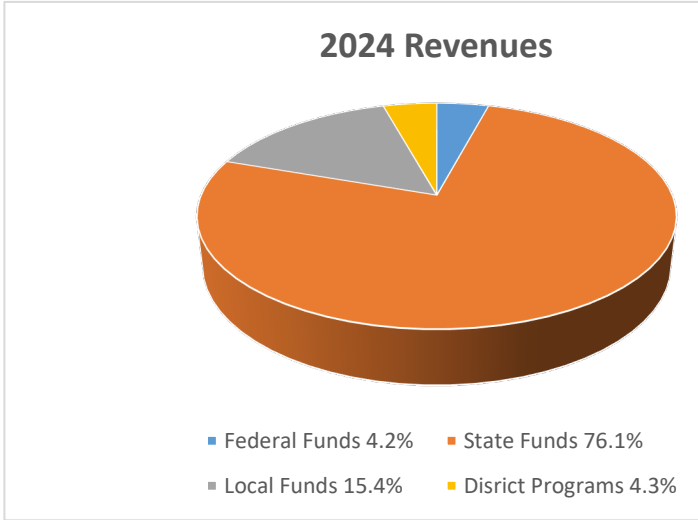


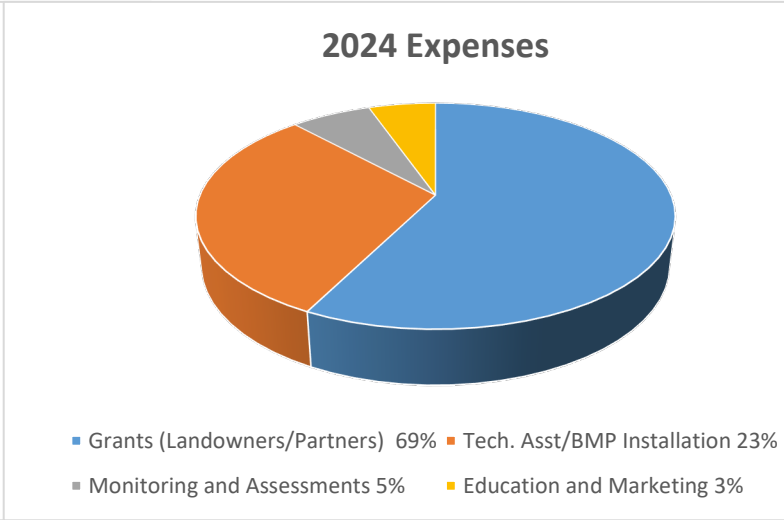
Staff: (front row) Casey Thiel, Deb Hermel, Mary Jo Youngbauer, Jacquelynn Olson, (back row) Susan Humble, Craig Mell, Jacob Furst (missing: Megan Lindberg).

The Chisago SWCD office is co-located with the USDA Natural Resources Conservation Service (NRCS), the University of Minnesota Extension Service, and the Chisago County Master Gardener Program in the USDA North Branch Field Office. Over the years we have developed a very strong working relationship with the NRCS. Together we utilize local, state, and federal funding sources to implement conservation and water quality projects that protect and enhance the natural resources of Chisago County.

The Mission of the Chisago SWCD is: ***"Bringing Conservation to Chisago County"***

Budget: The Chisago SWCD is funded through a variety of sources. A majority of the funding we receive for landowner projects are State Clean Water Fund grant dollars allocated by the legislature and passed-through the State Board of Water and Soil Resources (BWSR). General operating funds are obtained from BWSR, Chisago County, grants, fees for service and partnership agreements with the federal government or other local/area conservation organizations. Our 2024 budget is $1,855,050.





2023 Annual Report

Outreach and Events: The SWCD, through a variety of settings, provides education and outreach activities to promote good land stewardship and provide public awareness of our programs and services.

- **Lower St. Croix Watershed Partnership/East Metro Water Resource Education Program**
  - **Field days/workshops** included *Well Water Testing Clinic* (126 samples collected), *Smart Salt Training for Local Public Works staff* (45 attendees), *Shoreline Realtor Workshop* (25+ realtors attended), *Shoreline Neighborhood Show and Tell event* (Chisago Lakes, 20+ people attended), and three *Walk In The Prairie Field Days* (50+ people attended).
  - **Workshop on the Water:** This event brought together 120 locally elected officials and concerned citizens to learn about different practices and policies that can help communities protect and restore our water resources in the Lower St. Croix watershed.
  - **Adopt – A – Drain program:** Volunteers have adopted 86 storm drains in Chisago County.
  - **MIDS Program:** Working with local communities to discuss and encourage the adoption of the Minimal Impact Design Standards ordinance package.
- **Rain Barrel/Compost Bin Sale:** Partnered with the Chisago County Environmental Services Department to sponsor a rain barrel and compost bin sale program for Chisago County residents. All total 72 rain barrels and 64 compost bins were distributed to local residents in May thanks to this partnership.
- **Children's Water Festival**: Co-hosted with Chisago County, all total 650 fifth grade students attended this year's event in September at Wild Mountain.
- **Outstanding Conservationist:** Jason and Becky May, May Family Farms was named our 2023 Outstanding Conservationist.



- **2023 Spring Garden Expo:** Partnered with the Chisago County Master Gardeners to host this event, 214 attendees.
- **Tours for Local Elected Officials and Staff:** Chisago Lakes Lake Improvement District and MASWCD Area IV Summer Tour.

Monitoring, Planning and Assessments: The Soil and Water Conservation District (SWCD) prioritizes resource concerns through surface water monitoring, management plans, watershed restoration and protection strategies, natural resource inventories, and subwatershed assessments.

LOWER ST. CROIX WATERSHED PARTNERSHIP

- Partnered with 14 local government units in the Lower St. Croix River watershed to implement, along with serving as the fiscal agent and grant administrator, the Lower St. Croix Comprehensive Watershed Management Plan.
- Completed the pollutant delivery assessment of the Sunrise River watershed.
- Utilized subwatershed assessments for the City of North Branch, the Goose and Rush Creek watersheds, the Chisago Lakes Chain of Lakes watershed, the Direct Drainage to the St. Croix River watershed, and the Sunrise River watershed to prioritize staff planning efforts.
- Completed a surface water monitoring report of the water quality monitoring data collected by county staff on 27 lakes throughout the summer of 2022.
- Conducted groundwater level monitoring of 16 wells in Chisago County as part of the DNR groundwater monitoring program.

"Bringing Conservation to Chisago County"

2023 Annual Report

- Completed a USDA NRCS Mississippi Rivers Basin Initiative plan for the Direct Drainage to the St. Croix River watershed in Chisago County
- Assisted Chisago County with the implementation of their Cooperative Weed Management Area plan, including assisting with treatment efforts of wild parsnip and submitting grant proposals for continued implementation of the CWMA plan.
- Partnered with MPCA to draft the 319 Small Watersheds Nine Key Element plan for the Chisago Lakes Chain of Lakes watershed.

Conservation Technical Assistance and Best Management Practices: The Chisago SWCD in close partnership with the USDA Natural Resources Conservation Service (NRCS) provided technical assistance to landowners to correct erosion and sediment control issues on rural and urban landscapes. In 2023, 75 conservation practices were implemented throughout Chisago County utilizing a variety of local, state, and federal programs.

- **Urban and Shoreland Projects**
  - 15 projects were completed in 2023 utilizing a combination of local and state programs. Projects included gully stabilization, rain gardens and shoreland plantings were installed throughout the Chisago Lakes Chain of Lakes watershed.
  - Urban BMP Maintenance Program: hired a seasonal employee to maintain numerous urban BMPs thanks in part to a partnership with the Chisago Lakes Lake Improvement District.
- **Rural Projects**
  - 60 rural projects were completed in 2023 utilizing a combination of local, state, and federal programs. Projects included water and sediment control basins, grade stabilization structures, grassed and lined waterways, field windbreaks, no-till farming, cover crops, prescribed grazing, critical area planting, underground outlets, clean water diversions, and native grass plantings.
  - Tree/shrub program: in 2023, a total of 565 customers purchased 40,625 trees and shrubs.
  - MN State Buffer Law: obtained compliance on 100% of all Public Waters and Public Ditches in Chisago County.


Rain Garden


Cover Crop

Staff Leadership: Sue Humble, MASWCD State Awards Committee; Mary Jo Youngbauer, State Noxious Weed Advisory Committee; Jacquelynn Olson, MASWCD Leadership Institute.

Project Dollars: In 2023, the Chisago SWCD in partnership with the USDA NRCS utilized approximately $700,000 in local, state, and federal funds to implement numerous erosion and sediment control best management practices throughout Chisago County. In 2023, we were awarded a National Fish and Wildlife Foundation grant, two Clean Water Fund grants, and one Federal MRBI grant totaling $650,000 to continue implementing projects in Chisago County.

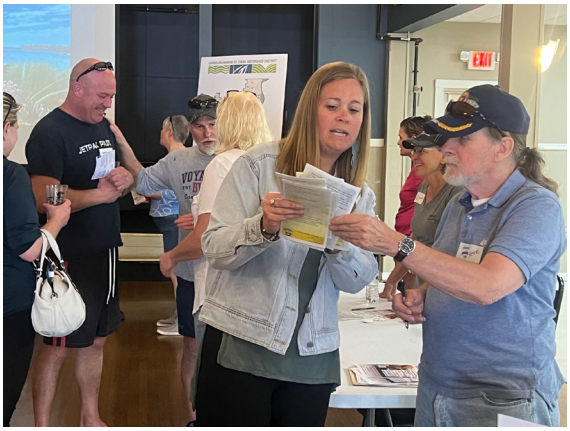
2024 Annual Plan of Work

Outreach and Events: Provide conservation outreach and events to producers, landowners, schools, units of government, lake associations, and public service groups.

- Partner with the Chisago County Environmental Services Department to sponsor a rain barrel and compost bin sale program for Chisago County residents in May.
- Partner with the Chisago County Water Plan to host the annual Chisago County 5th grade Children's Water Festival for approximately 700 students in September.
- Partner with the Lower St. Croix Watershed Partnership to promote conservation programs through a series of workshops focusing on small- and large-scale agriculture and wildlife habitat enhancement.
- Partner with the Chisago County Water Plan to host the "We Are Water" exhibit June 20-Sugust 4.
- Partner with the Chisago County Master Gardeners to host the 2024 Master Gardener Expo.
- Provide continued updates to the SWCD's web page (www.chisagoswcd.org) to keep residents informed of current programs and upcoming activities.
- Use informational meetings, workshops, demonstration sites, newsletter articles, social media, and press releases to publicize SWCD programs.



Well Water Testing Clinic



Center Lakes Association Meeting

Monitoring/Assessments: Complete water quality related studies which will lead to the prioritization of projects for future technical and financial support by the SWCD.

- Partner with 14 local government units in the Lower St. Croix River watershed to implement the Comprehensive Watershed Management Plan for the Lower St. Croix River watershed. Serve as the Fiscal Agent and Grant Administrator for both the Watershed Based Implementation Fund grants and the Clean Water Fund Soil Health Grant.
- Complete a subwatershed assessment of the Goose Creek watershed and utilize several existing subwatershed assessments to identify the pollutant hot spots to allow staff to prioritize and target our outreach and implementation efforts in the watershed.
- Partner with the MPCA through a 319 Small Watersheds focus grant to develop a Nine Key Element plan for the Chisago Lakes Chain of Lakes watershed.
- Conduct groundwater level monitoring of 16 wells in Chisago County as part of the DNR groundwater monitoring program.
- Partner with the USDA NRCS to utilize the Mississippi Rivers Basin Initiative plan for the Direct Drainage to the St. Croix River watershed and the Goose Creek watershed to target our outreach and implementation efforts in these watersheds.
- Develop a surface water monitoring report of the water quality monitoring data collected by county staff on area lakes throughout the summer of 2023.
- Partner with local cities to develop and implement a targeted enhanced street sweeping plan to reduce pollutant loading to the St. Croix River.

2024 Annual Plan of Work

- Conduct a Long-Range Strategic Planning Session to better define our goals and mission for the future of our organization.

Conservation Technical Assistance and Best Management Practices: Provide technical and financial assistance to landowners and local units of government to implement conservation projects resulting in cleaner water and productive land.

- Best Management Practices
  - Utilize local, state, and federal grant dollars to implement best management practices throughout Chisago County to correct erosion problems identified in completed Total Maximum Daily Load Watershed Restoration and Protection Strategies or local subwatershed assessments. Designated local, state, and federal funds include:
    - Rush and Goose Creek watersheds – Rush Lake Improvement Association, State Clean Water Fund, Federal Mississippi Rivers Basin Initiative funding.
    - Chisago Lakes Chain of Lakes – Chisago Lakes Lake Improvement District, State Clean Water Fund.
    - Direct Drainage to the St. Croix River – State Clean Water Fund.
    - City of North Branch – State Clean Water Fund.
    - Soil Health Practices – State Clean Water Fund and USDA NRCS Federal Program Funds.
  - Provide assistance to the NRCS in the development of conservation plans and the implementation of conservation projects utilizing funding from USDA programs such as EQIP, CSP, and CRP.
- Minnesota State Buffer Law
  - Serve as the lead technical agency in the implementation of the state buffer program in Chisago County and provide technical assistance to the Chisago County on public ditch rules and regulations related to the Chisago County Public Ditch System.
- Minnesota Wetland Conservation Act
  - Provide technical assistance to Local Government Units in the protection of wetland resources through the implementation of the wetland conservation act and through the restoration of drained and/or degraded wetlands.
- District Annual Tree/Shrub Sale
  - Hold annual spring tree and shrub sale geared towards supplying 40,000 conservation grade trees and shrubs to the residents/landowners of Chisago County.

***Partners*:** The SWCD has established and relies on strong partnerships with a variety of organizations. These partnerships further our ability to deliver technical assistance, provide educational activities, and generate financial incentives for water quality protection. The following is a list of some of our main partners:

- **Federal** – Natural Resources Conservation Services, Farm Service Agency, US Fish and Wildlife Service
- **State** – Board of Water and Soil Resources, MN Department of Agriculture, MN Department of Natural Resources, University of Minnesota Extension, MN Association of Soil and Water Conservation Districts
- **Area/Local** –Metro Association of Conservation Districts, Lower St. Croix Watershed Partnership, Chisago County, Chisago Lakes Lake Improvement District, Rush Lake Improvement Association, Chisago County Master Gardeners, and numerous local cooperators.

Minnesota Board of Water & Soil Resources

CLEAN WATER LAND & LEGACY AMENDMENT

NRCS Natural Resources Conservation Service

"Bringing Conservation to Chisago County"



CHISAGO SOIL AND WATER CONSERVATION DISTRICT
38814 THIRD AVENUE
NORTH BRANCH, MN 55056
651-674-2333
www.chisagoswcd.org